



**REGULAR MEETING  
MAYOR & BOARD OF TRUSTEES  
VILLAGE OF BURR RIDGE**

**AGENDA**

**Monday, June 8, 2020  
7:00 P.M.**

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The June 8, 2020 meeting of the Mayor and Board of Trustees will be broadcast live on Cable Channels 6 and 99 beginning at 7 PM. Consistent with the Governor's Executive Order #2020-07, public comments for this meeting may be provided via email or phone.

Public comments will be taken ***in advance*** of the meeting via email at [BRMeetings@burr-ridge.gov](mailto:BRMeetings@burr-ridge.gov). E-mailed public comments should identify whether the comment is intended to address a specific agenda item (please identify the agenda item) or is intended for general public comment under Section 9 of this Agenda. Email comments for an agenda item will be read into the record during consideration of said item. Other email comments will be read into the record under Section 9 of this Agenda.

Public comments may also be made ***during*** the meeting by calling **(630) 850-7222**. Prior to voting on each agenda item, the Mayor will pause to receive telephone call comments. The same procedure will be followed for any person seeking to address the Board on any other item of concern under Section 9 Public Comments. Each speaker addressing the Board of Trustees is asked to limit comments to five minutes.

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- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. PRESENTATIONS AND PUBLIC HEARINGS**
- 4. CONSENT AGENDA – OMNIBUS VOTE**

All items listed with an asterisk (\*) are considered routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so request, in which event the item will be removed from the Consent Agenda, discussed by the Board, opened for public comment, and voted upon during this meeting.

**5. MINUTES**

- A. \* Approval of Regular Board Meeting of May 26, 2020
- B. \* Receive and File Plan Commission Meeting of June 1, 2020



## **6. ORDINANCES**

- A. Consideration of an Ordinance Granting an Amendment to PUD Ordinance #A-452-03-94 to Permit an Addition to an Existing Building to Accommodate a Birthing Center (Z-07-2020: 7000 County Line Road - Weigand)
- B. Consideration of an Ordinance Granting a Variation as Per the Village of Burr Ridge Sign Ordinance for Approval of Changed Sign Copy for Three Ground Signs at 7000-7020 County Line Road (S-02-2020; 7000 County Line Road - Weigand)
- C. \* Approval of an Ordinance Authorizing the Sale by Online Auction of Personal Property Owned by the Village of Burr Ridge (Public Works Vehicles)

## **7. RESOLUTIONS**

- A. \* Adoption of a Resolution Approving a Subaward Agreement Between the Village of Burr Ridge and the County of Cook for Burr Ridge Village Hall Security Upgrades (Grant Contract #769-2019-10663-20236054a)
- B. \* Adoption of a Resolution Approving a Subaward Agreement Between the Village of Burr Ridge and the County of Cook for Water Distribution Security Upgrades (Grant Contract #769-2019-10663-20236054b)
- C. \* Adoption of a Resolution Approving a Subaward Agreement Between the Village of Burr Ridge and the County of Cook for Water Transmission Main Inter-Connection (Grant Contract #769-2019-10663-20236054c)

## **8. CONSIDERATIONS**

- A. Discussion and Update Regarding Village Response to COVID 19 – Including Outdoor Dining at Burr Ridge Restaurants
- B. \* Approval of Recommendation to Authorize Payment of Annual Fee for the Vigilant LEARN Database in the Amount of \$5,000
- C. \* Approval of Request from DuPage Senior Citizens Council for Annual Donation to Provide Support and Services to Burr Ridge DuPage County Residents
- D. \* Approval of Vendor List Dated June 8, 2020, in the Amount of \$189,424.20 for all Funds, plus \$210,758.88 for Payroll for the Period Ending May 30, 2020, for a Grand Total of \$400,183.08 Which Includes Special Expenditures of \$22,700 to Clark Environmental for Mosquito Abatement for May and June 2020

## **9. PUBLIC COMMENTS**

## **10. REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS**

## **11. ADJOURNMENT**





**TO:** Mayor and Board of Trustees  
**FROM:** Village Administrator Doug Pollock and Staff  
**SUBJECT:** Regular Meeting of June 8, 2020  
**DATE:** June 4, 2020

## 6. ORDINANCES

### A. Amend Oak Grove PUD to Permit Addition to Building

Please find attached an Ordinance granting an amendment to the Oak Grove PUD permitting an addition to a commercial building at 7000 County Line Road. Please also find a letter from the Plan Commission recommending approval of the PUD amendment.

The petitioner is attempting to open a birthing center at the subject property, which was approved as a special use in 2019. The petitioner is attempting to build an addition to the existing commercial building at the subject property, which was formerly occupied by MB Financial Bank. In summary terms, the existing building has three drive-thru lanes under a canopy; the addition would wall in the canopy area and provide additional indoor space for the use. The Plan Commission added a condition that the petitioner add a thin brick fascia around the central band of the building to help elaborate the existing façade throughout the property, but otherwise concluded that the request for the PUD amendment was appropriate and fit the character of the neighborhood. No residents objected to the petition. The recommendation was made subject to the site plans and elevations otherwise provided by the petitioner.

Under normal procedures, the Board would direct staff to prepare an Ordinance for final approval at its next meeting if approval of the PUD amendment was desired; however, in light of the petitioner's need to begin necessary construction on the business in the most time-efficient manner possible, staff requests immediate consideration of approval of an Ordinance at this time. Please note that there were no public objections to this request, and the Commission unanimously recommended approval.

**It is our recommendation:** That the Ordinance be approved.

### B. Sign Variation at 7000 County Line Road

Please find attached an Ordinance granting a sign variation to change sign copy at 7000 County Line Road. Please also find a letter from the Plan Commission recommending approval of the variation.

The purpose of the variation is to change existing sign copy at the subject property; the Oak Grove PUD is unique in that three commercial buildings are



located on a single lot of record, therefore all three commercial buildings must be regulated as if there was one building on the subject property. Petitions for variations to change of sign copy have been approved at the subject property multiple times in the past.

Under normal procedures, the Board would direct staff to prepare an Ordinance for final approval at its next meeting if approval of the sign variation was desired; however, in light of the petitioner's need to begin necessary construction on the business in the most time-efficient manner possible, staff requests immediate consideration of approval of an Ordinance at this time. Please note that there were no public objections to this request and the Commission unanimously recommended approval.

**It is our recommendation:** That the Ordinance be approved.

**C. Authorize Sale by Online Auction of Property (Public Works Vehicles)**

The Village of Burr Ridge customarily disposes its surplus vehicles and equipment by auction to minimize costs in marketing the sale of items while maximizing revenue in their salvage value. The Department of Public Works often uses and rotates obsolete Police Department vehicles to save the Village equipment replacement fund, and now has two such vehicles along with one obsolete pickup truck as surplus. Therefore, the Department proposes to sell the vehicles using GovDeals.com, an on-line auction service exclusively for offerings of government agencies. The Village has used this site successfully in past auctions. Selling through this on-line auction incurs no cost to the Village, since the buyer pays the fees as part of a purchase.

The following are recommended for sale on the on-line auction:

| <b><u>I.D./SERIAL NUMBER</u></b> | <b><u>YEAR/ MAKE/ MODEL</u></b>                 | <b><u>MIN.VALUE</u></b> |
|----------------------------------|---|-------------------------|
| 1FTNX21L1YEB05621                | 2000 Ford F250 SD 4X4<br>Pickup truck with plow | \$2,500                 |
| 2FAFP71W51X190677                | 2001 Ford Crown Victoria<br>Police Interceptor  | \$1,200                 |
| 1FMPU16536LA93482                | 2006 Ford Expedition                            | \$2,500                 |

**It is our recommendation:** That the ordinance permitting the sale of surplus vehicles be approved.



## 7. RESOLUTIONS

### A-C Agreements with Cook County for Security Initiative Grant Projects

Three (3) separate Resolutions would approve the corresponding subaward agreements for grant funds administered by Cook County. These grants were awarded to the Village in 2019 by the Cook County Department of Homeland Security and Emergency Management through the Federal Urban Area Security Initiative. In total, this program awarded the Village over \$117,000 for these three (3) projects:

- Village Hall Security Upgrades including key-card doors and locks
- Water Distribution Security Upgrades including fencing at the Pump Center
- Water Transmission Main Inter-Connection with Justice-Willow Springs Water Commission

Police and Public Works staff joined efforts in these successful grant applications in May 2019. The grants are unrelated to COVID-19 or other current emergencies, but support projects that provide security and resiliency to critical components of the Village's infrastructure.

**It is our recommendation:** That the Village Board adopt the three resolutions approving subagreements between the Village and the Cook County for UASI grant-funded projects.

## 8. CONSIDERATIONS

### A. COVID 19 and Outdoor Dining Update

As of Thursday, June 4, the outdoor dining tent sites across Burr Ridge have been operating for seven days. Opening night, May 29, was met with strong attendance at all participating establishments, with overwhelming compliments given by patrons about the quality and size of the eating areas, especially at Capri, Patti's, and Eddie Merlot's. Almost all restaurants reported higher per capita revenue at outdoor seating areas compared to indoor; for example, Patti's Café reported that per capita revenue was 20% higher in the tent than indoors compared to the previous years' May/June. At least three restaurants reported over 400% increases in revenue from May 29-June 4 compared to the carryout-online format from the previous week of May 22-28, while two reported large increases in their catering business due to marketing exposure brought by the tents. Falco's Pizza reported that the addition of the outdoor dining tent on their property has increased sales by 30%, returning their top-line revenue to within a margin of error of normal May/June levels. Falco's has also stated that the response to expanded outdoor dining has prompted them to move forward with investment in an outdoor patio due to the positive customer response. These increases are partially driven due to the ability to more easily offer alcohol with food sales, where margins are significantly higher than food. All restaurants are optimistic that interest in outdoor dining



will increase over time due to increased comfort levels and education about new dining procedures. In addition to restaurant use, CycleBar has also begun to use the Food Court in the mornings to provide outdoor spin classes, which has been well received by existing members and has allowed the business to add 10 new members in the first week.

Since the tents were opened on May 29, additional ramps were installed at Capri and the Food Court to eliminate trip hazards while additional traffic control devices were placed at almost all sites to provide further protection for diners. Finally, after a request was made by Amore Yoga and The Henn House for a tent, staff worked with the Village's tent vendor to provide the two businesses with a shared tent at no cost to either the businesses or Village. To optimize program value, staff is removing the tent at Village Center Green, which was generally unused over the past week despite initial interest from Topaz. The rented tables and chairs that are presently in this tent are being moved to Wok 'n Fire, who while not having a tent, still reported a significant increase in sales and requested additional seating capacity from the Village. The owner of Wok 'n Fire has declined the placement of a tent outside of the restaurant due a number of poles and signs in the immediate vicinity blocking where tables may otherwise be placed. The removal of the Village Center Green tent will save approximately \$3,000, while the Village remains on budget for its five-week programmatic budget of \$115,000. To ensure that restaurants are adhering to all safety guidelines, staff has begun to meet with restaurants on an every-other-day basis to answer questions and assist with other logistical needs.

Staff will continue to provide updates to the Board regarding the outdoor dining program at all future meetings.

**B. Annual Fee for Vigilant LEARN Database**

The annual subscription to the Vigilant LEARN Database provides police personnel with unlimited access to the data analytics of the License Plate Recognition (LPR) cameras in-use on two Burr Ridge police vehicles. The database also provides valuable LPR data captured throughout the United States, which is very valuable in criminal investigations. The annual subscription cost is \$5,000.

**It is our recommendation:** That payment of the annual subscription be approved.

**C. DuPage Senior Citizens Council Annual Donation**

Attached is a letter from Marylin Krolak, Executive Director of the DuPage Senior Citizens Council, requesting the annual contribution to help offset the costs of providing services to Burr Ridge residents in DuPage County. The amount of \$2,436 has been budgeted for this donation.



**It is our recommendation:** That the request for a donation by the DuPage County Senior Citizens Council in the amount of \$2,436 be approved.

**D. Vendor List of June 8, 2020**

Attached is the vendor list dated June 8, 2020 in the amount of \$189,424.20 for all funds, plus \$210,758.88 for payroll for the period ending May 30, 2020, for a grand total of \$400,183.08, which includes special expenditures of \$22,700 to Clarke Environmental for mosquito abatement for May and June 2020.

**It is our recommendation:** That the June 8, 2020 vendor list be approved.

**9. PUBLIC COMMENTS**



**REGULAR MEETING**  
**MAYOR AND BOARD OF TRUSTEES**  
**VILLAGE OF BURR RIDGE**

**MAY 26, 2020**

**CALL TO ORDER** The Regular Meeting of the Mayor and Board of Trustees of May 26, 2020, was held and called to order at 7:00 p.m. by Mayor Gary Grasso. Due to the Covid-19 Coronavirus pandemic and the Governor's stay-at-home Order, this meeting was held via internet and telephone consistent with the Governor's Executive Order #2020-07.

**PLEDGE OF ALLEGIANCE** Pledge of Allegiance was led by Mayor Gary Grasso.

**ROLL CALL** was taken by the Village Clerk and the results denoted the following present via video Zoom Meeting: Trustees Paveza, Snyder, Mital, Schiappa, Franzese and Mayor Grasso. Trustee Mottl was present telephonically. Also present via video Zoom Meeting: Village Administrator Doug Pollock, Assistant Village Administrator Evan Walter, Finance Director Jerry Sapp, Assistant Finance Director Amy Nelson, Director of Public Works Dave Preissig, Deputy Chief Marc Loftus, Village Clerk Karen Thomas and Village Attorney Mike Durkin.

**PRESENTATIONS AND PUBLIC HEARINGS** There were none.

Mayor Grasso asked if anyone wanted anything removed from the Consent Agenda. There were no requests to remove any items from the Consent Agenda.

**CONSENT AGENDA – OMNIBUS VOTE** After reading the Consent Agenda by Mayor Gary Grasso, motion was made by Trustee Schiappa and seconded by Trustee Mital that the Consent Agenda – Omnibus Vote (attached as Exhibit A) and the recommendations indicated for each respective item, be hereby approved. Any item removed from the Consent Agenda, will be discussed by the Board, opened for public comment, and voted upon during this meeting.

Trustee Mottl called a Point of Order and asked whether Trustee Franzese was in the meeting or not.

Mayor Grasso agreed and it was verified that Trustee Franzese was in the meeting and could hear everything.

On Roll Call, Vote Was:

AYES: 5 – Trustees Schiappa, Mital, Franzese, Paveza, Snyder,

NAYS : 1 – Trustee Mottl

ABSENT: 0 – None

There being five affirmative votes the motion carried.

Mayor Grasso added that he wanted the record to show that the Consent Agenda included approval of the purchase of ammunition for the police department.



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**APPROVAL OF REGULAR BOARD MEETING MINUTES OF MAY 11, 2020** were approved for publication, under the Consent Agenda by Omnibus Vote.

**ADOPTION OF RESOLUTION GRANTING AN EXTENSION FOR COMPLETION OF SUBDIVISION IMPROVEMENTS FOR FALLINGWATER FIRST ADDITION SUBDIVISION** the Board, under the Consent Agenda by Omnibus Vote, Adopted the Resolution.  
**THIS IS RESOLUTION NO. R-15-20**

**APPROVAL OF PURCHASE OF AMMUNITION FOR THE POLICE DEPARTMENT FROM KIESLER POLICE SUPPLY IN THE AMOUNT OF \$5,995** the Board, under the Consent Agenda by Omnibus Vote, Approved the Purchase.

**APPROVAL OF VENDOR LIST DATED MAY 26, 2020 FOR FISCAL YEAR 2019-2020, IN THE AMOUNT OF \$289,583.22 FOR ALL FUNDS, WHICH INCLUDES NO SPECIAL EXPENDITURES** the Board, under the Consent Agenda by Omnibus Vote Approved the Vendor List for the Period ending May 26, 2020 for Fiscal Year 2019-2020.

**APPROVAL OF VENDOR LIST DATED MAY 26, 2020 FOR FISCAL YEAR 2020-2021, IN THE AMOUNT OF \$108,747.56 FOR ALL FUNDS, PLUS \$201,905.62 FOR PAYROLL FOR THE PERIOD ENDING MAY 16, 2020, FOR A GRAND TOTAL OF \$310,653.18, WHICH INCLUDES NO SPECIAL EXPENDITURES** the Board, under the Consent Agenda by Omnibus Vote Approved the Vendor List for the Period ending May 26, 2020 for Fiscal Year 2020-2021 plus Payroll for the Period Ending May 16, 2020.

**CONSIDERATION OF RESOLUTION OF APPRECIATION RECOGNIZING RETIREMENT AFTER 41 YEARS OF DEDICATED SERVICE TO THE VILLAGE OF BURR RIDGE – KAREN THOMAS** Mayor Grasso read the Resolution

Motion was made by Trustee Schiappa and seconded by Trustee Snyder to Adopt the Resolution.

Trustee Mottl said that usually after the motion and second there is opportunity for comment and then a call for a vote. Mayor Grasso replied not for this type of resolution but stated Trustee Mottl could speak.

Trustee Mottl thanked the Mayor for the opportunity to speak and said he felt this was an example of why we needed term limits. For this reason and others, he felt Ms. Thomas had served too long and planned to vote no on the Resolution.

On Roll Call, Vote Was:

AYES: 5 – Trustees Schiappa, Snyder, Mital, Franzese, Paveza  
NAYS : 1 – Trustee Mottl  
ABSENT: 0 – None



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There being five affirmative votes the motion carried.

**THIS IS RESOLUTION R-16-20**

Mayor Grasso extended his sincere congratulations to Village Clerk Thomas. He added that he was humbled to be the Mayor and to be able to read this resolution to such a qualified, dedicated, public servant as she has been. Ms. Thomas has set such an excellent example for how public service is achieved in the Village of Burr Ridge. Mayor Grasso gave his sincere personal gratitude as the Mayor and on behalf of all the residents of the Village of Burr Ridge.

Village Administrator Doug Pollock stated that after working with Ms. Thomas for nearly 25 years he wanted to thank her publicly as a colleague and as a friend for all these years. He added that no one has contributed more to our attitude and culture of service as she has. She has been a friend and mentor to many people at the Village Hall and other departments throughout the Village.

Trustee Paveza added that Ms. Thomas has done a tremendous job as Village Clerk stating that they have rarely had to adjust or change the minutes that she provides for us.

Trustee Mital said that Ms. Thomas does a great job and that she will really miss her.

Trustee Schiappa wanted to thank Ms. Thomas for her service of 40 years. He added that she held this position because of her competence and her willingness to give herself to this town. He appreciated her dedication to our Village.

Trustee Franzese stated that when he served as Interim Village President, Ms. Thomas was very organized, thorough and efficient. He stated that in all the years he had known her, he has always been impressed with her level of integrity. He wished her the best of luck on her future endeavors.

Trustee Snyder stated that it has been an honor and a pleasure working with Ms. Thomas. She has made his job easier by explaining what a Trustee should and should not do. He asked if it would be possible to place a commemorative plaque at the front counter in her honor.

In response, Mayor Grasso said that would be a very nice gesture and said that they would look into doing that.

Mayor Grasso asked if any other Staff member would like to make a comment.

Finance Director Jerry Sapp wanted to second all the comments made by Village Administrator Pollock. He added that after all the years he has worked with her he refers to her as our "Beloved Village Clerk" and wished Ms. Thomas good luck.



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**DISCUSSION AND UPDATE REGARDING VILLAGE RESPONSE TO COVID 19 AND GOVERNOR'S RESTORE ILLINOIS PLAN**

**CONSIDERATION OF PROVIDING OUTDOOR SEATING FACILITIES IN DOWNTOWN BURR RIDGE**

Village Administrator Doug Pollock stated that at the last meeting they had discussed the status of the Governor's Restore Illinois plan and the Village of Burr Ridge and DuPage County's response to it. Since then we have learned that we will be moving to Phase 3 of the Governor's plan this Friday. On May 20, the Governor announced that he would allow for outdoor dining for any region that goes into Phase 3. With that in mind, Assistant Village Administrator Evan Walter and Management Analyst Andrez Beltran put together a plan to accommodate additional outdoor dining for our restaurants for the Board's consideration.

Mr. Walter stated that the outdoor dining plan involves two items. First is the policy document stating what the Village will be permitting on a temporary basis in regards to outdoor dining. The second document is a pricing and layout strategy that we have established with a tent company. The general premise of the plan is to establish seven tent sites around downtown Burr Ridge. These sites will be for outdoor dining. They are located in strategic areas that we have identified and will include moorings, gutters, table and chairs, lighting and fans.

Mr. Walter added that Falco's Pizza on Rt. 83 wanted to participate in this program if possible. Adding the cost of an additional tent for Falco's, the not to exceed price is \$115,000 for a five-week rental of eight tents. This would go from May 29 thru July 3 with a weekly extension price of \$7,000 a week beyond July 3.

Trustee Paveza asked if any Hotel/Motel funds could be used. Mayor Grasso added that was a possibility and was confident they would be able to fund it in some combination of resources available to the Village.

Mr. Pollock stated that it is very likely that the funds would have to come out of our General Fund Reserves. He said that staff would research whether hotel taxes could be used or if the cost would be covered by CARES funding. Mr. Pollock advised the Board that they should assume the worst case scenario that we have to use General Fund Reserves. He added that staff views this as an investment to our restaurant industry in town. Some of the money will come back to us in sales tax and place of eating tax and may save some restaurants from going out of business.

Trustee Mital liked the idea but wanted to know who bears the liability if someone were to get hurt. Mr. Pollock stated that for the tent areas, we would require a hold harmless agreement be signed by the restaurants indicating that the Village is an additional insured and that we are held harmless to any liability. She also asked if the restaurant would be contributing to any of the costs incurred.



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Mayor Grasso stated that they had debated that and felt the restaurants are already stretched for money. Even though we do not share in the profits of these restaurants, we do profit from them being part of our community. Ultimately, it will be up to the Board to decide.

In response to Trustee Mital's question why some restaurants were not included, Mr. Walter advised that both Coopers Hawk and the Hampton Social were waiting to open their entire chain at once. Topaz and Wok N Fire have a large amount of outdoor space that they can access without a tent.

Trustee Mottl wanted to know how much money we had already given to the restaurants. Mr. Walter advised that they had given 6 to 7 restaurants \$7,500 each. Trustee Mottl wanted to know how much place of eating tax we bring in each year. Finance Director Jerry Sapp advised that it was approximately \$400,000 a year. In response to Trustee Mottl's questions on why the businesses are not getting other federal assistance, Mayor Grasso stated that not all are eligible for federal funds. He went on to say he did not know what programs that the businesses may be taking advantage of but felt that this is something the Village can do for them and a good use of our money.

Trustee Mottl asked if Staff knew if other Villages were doing things like this. He added he would be in favor of closing off streets or giving zoning variances for tents but giving away money without any strings attached makes him uncomfortable.

Trustee Snyder wanted to know how much money the Village received from capital funding from the state. Mr. Pollock stated that they received \$115,000 through the Rebuild Illinois capital fund and expect to receive 5 similar payments over the next 3 years. He added that this money can only be used for capital and could not be used for this type of program.

Discussion continued about getting the restaurants to contribute toward the costs of the tents. Trustee Mital suggested that we could go ahead with a two-week plan and then review everything at our next meeting in June. Both Trustees Franzese and Snyder supported the plan as an investment in our restaurants.

Trustee Mottl questioned how we had money for this program and yet two months ago, we did not have money for the police pension fund and we needed home rule to solve that. In response, Mayor Grasso stated that they were looking at the long-term stability of the pension and that was not in the same category as this one time funding.

Trustee Schiappa agreed that the restaurants need the help now and we have the ability to do that. However, he believes that it should be communicated to them that we are willing to help them out now but would be looking for something in return to help with the costs later on.

Mayor Grasso commented that he believes all the restaurants understand that. If we lose a business, it is not a guarantee that we will fill that business space. It is not that easy to replace them. We need to keep that in mind when we are trying to keep the good businesses that we already have.



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Trustee Mottl believes that businesses come here because it makes good business sense. They will not stay here because of charity and handouts that the Village gives them. If their business is viable, they should be willing to invest, if not, charity from the Village will not make a difference.

Motion was made by Trustee Snyder and seconded by Trustee Schiappa to approve the program as proposed with a review at the June 8 meeting.

Mayor Grasso asked if there was any other discussion. There was none.

Mayor Grasso asked Village Administrator Pollock if anyone from the public had called or emailed comments. Mr. Pollock stated there was none.

Village Attorney Mike Durkin asked Mr. Pollock to make sure that the contracts would have the option to cancel after June 8 or on a week-to-week basis.

Trustee Snyder amended the motion and Trustee Schiappa agreed to include the verification of the option to cancel the contracts on a week-to-week basis.

On Roll Call, Vote Was:

AYES: 5 – Trustees Snyder, Schiappa, Franzese, Paveza, Mital

NAYS : 1 – Trustee Mottl

ABSENT: 0 – None

There being five affirmative votes the motion carried.

#### **DISCUSSION AND UPDATE REGARDING FISCAL YEAR 2020-2021 BUDGET**

Village Administrator Doug Pollock stated that they did not have a lot of data at this time but wanted to give a monthly update on the budget. Mr. Pollock asked Finance Director Jerry Sapp and Assistant Finance Director Amy Nelson to give the update.

Mr. Sapp started by going over the timing of the revenue coming in and explained how they have a lag time of one to a three month in receiving them. At this time, we are projecting a \$336,730 shortfall for the fiscal year 19-20 with March and April having the biggest impact from COVID-19 on it. Ms. Nelson highlighted certain funds such as the Hotel/Motel, Places of Eating and the Motor Fuel Tax, which all came in a little higher than the reductions they had predicted. She advised that they should be getting in the March sales tax figures sometime in June and would have them available for the June 22 meeting.

Mayor Grasso asked if any of the Trustees had any questions. There was none.

Mayor Grasso asked Village Administrator Pollock if anyone from the public had called or emailed comments. There was none.



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Trustee Mottl called a Point of Order on the public comments. He stated that he was getting many comments from the public that the link they have is so far behind that when we call for public comments they have to wait 5-6 minutes to participate. Brad Miller from Orbis IT Support advised that is a function of YouTube and the Zoom connection to it. He added that we do not have any control over it.

Because of the delay, Mayor Grasso instructed Mr. Pollock to interrupt the meeting if anyone did call in with a comment. There was also concerns over residents having the wrong number to call in on. After checking with others who had used the same number, it was decided that it was the correct number.

Mayor Grasso asked that the public continue to try to call in and that they will put them on as soon as they do.

#### **DISCUSSION OF VILLAGE CLERK VACANCY**

Village Administrator Doug Pollock stated that there was no action needed to be taken by the Board tonight. As mentioned earlier, Village Clerk Karen Thomas will be retiring at the end of the week, leaving the position vacant. Assistant Village Manager Evan Walter has been designated Deputy Village Clerk and along with Staff will assume the responsibilities of the Village Clerk until a new clerk is appointed or elected in next year's election.

Mayor Grasso pointed out that they would have to go through a referendum in order to have the Village Clerk changed to an appointed position. Discussion went on over which option may be better and it was decided that waiting for a new election would be best.

Mr. Miller from Orbis IT Support mentioned that he had someone on the line that may want to speak. Ellen Raymond was on the line and stated she had had problems calling in earlier. She wanted to compliment Village Clerk Karen Thomas for helping the residents and that she had been a huge help to her in researching documents stored by the village. She also thanked the Trustees for their fiscal responsibility and accountability.

Upon being asked, Mr. Miller explained the process for calling in for those having problems.

Mayor Grasso asked Mr. Miller if anyone else from the public had called in. There was none.



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### **REQUEST FOR ADDRESS CONFIRMATION FOR ALL ELECTED OFFICIALS**

Mayor Grasso stated that at the recommendation of counsel this was put on the agenda. He stated that he directed the Village Clerk to verify the addresses of all the elected officials and she did not have a definitive address for Trustee Mottl. He has been told that Trustee Mottl's unit was unoccupied, for sale, that a moving van had been seen there and a report showed no water usage. Mayor Grasso added that he had received an email from a news reporter today that was sent to the reporter from Trustee Mottl, which stated, "Once I close I will provide the Village with my address".

Mayor Grasso asked Trustee Mottl if that was his position. Trustee Mottl responded with the question, "Mayor, did you commit property tax fraud and claim two primary residences?" Mayor Grasso asked if Trustee Mottl was going to state his address or not.

Trustee Mottl then asked the Mayor where his primary residence was and the Mayor responded with his address. Trustee Mottl responded by making two more personal accusations toward Mayor Grasso presented in the form of questions. At this point, Trustee Schiappa called a Point of Order to censure Trustee Mottl. Trustee Franzese suggested that Trustee Mottl be expelled from the meeting.

Mayor Grasso asked Village Attorney Mike Durkin what the procedure was to expel a trustee. Mr. Durkin stated that the trustee would have had to commit disorderly conduct or violated the rules of conduct. He reminded everyone in attendance that there has been a questioned put forward regarding the residency of all trustees and elected officials. He stated that everyone has responded and there has been information regarding Trustee Mottl's residence and that it may have been sold.

Trustee Mottl stated that his home had not sold and that he was disturbed about the amount of time spent on this issue. He added that it is the Mayors attempt to harass, intimidate, silence, threaten and remove him because he was a political opponent. He stated that he lives at the same address that he always has.

Mayor Grasso asked that the record show that Trustee Mottl would not provide his address. At this point, Trustee Mottl interrupted with another personal accusation/question for the Mayor. Mayor Grasso suggested that they table this request and give Trustee Mottl time to close on his home and then provide the Village with his address.

Motion was made by Trustee Schiappa and seconded by Trustee Paveza to table this item.

Motion was approved by a voice vote with Trustee Mottl voting no.

Trustee Franzese called a Point of Order and asked the Village Attorney if Trustee Mottl was allowed to vote on this. Mr. Durkin added that even though you should not vote when you have an interest in the matter, Robert Rules of Order does not prohibit or bar him from voting. Mr. Durkin added since



Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
May 26, 2020

we were taking a vote by acclamation the motion passed without the need to record the number of votes.

**DISCUSSION OF RECOMMENDATION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR DESIGN ENGINEERING AND PLAN PREPARATION OF THE ELM STREET CULVERT REPLACEMENT PROJECT TO HAMPTON, LENZINI AND RENWICK, INC. OF WOODRIDGE, ILLINOIS, IN AN AMOUNT NOT TO EXCEED \$51,320**

Public Works Director David Preissig gave a brief summary on the Elm Street Culvert Replacement Project. The project kicked off in January 2020 with an anticipated summer of 2020 construction date. The engineers prepared their report and summarized their findings to be presented to the Stormwater Committee meeting in May. Unfortunately, the committee was not able to meet so they were asked to review and comment.

Tonight, Mr. Preissig added, the Board needs to choose a preferred option. The engineers have determined that a single cell box culvert is more appropriate than what exists today. He reviewed the different options for the Board and stated they each offered benefits. He advised the engineers are ready to start Phase 2, which is the detailed design engineering, and plan preparation phase, which will cost \$51,320. The revised FY20-21 budget does include the engineering cost for this project.

Mayor Grasso advised that they had gotten some responses from a few residents. One of the residents sent him an email today asking for this to be continued until the residents could be heard. He asked if there would be any issues if this decision were delayed for a couple of meetings. Mr. Preissig stated no as they were now anticipating a 2021 summer construction date.

The Trustees discussed the different options and agreed to table the decision until residents input can be heard. Mayor Grasso added that he would like the residents to meet with Mr. Preissig before a decision is made. Mayor Grasso also mentioned that since it is by Elm School that he may reach out to the school and see if there is any grants that they could apply for.

Motion was made by Trustee Franzese and seconded by Trustee Mital to continue this item until the June 22 meeting.

Motion was approved by unanimous voice vote.

**PUBLIC COMMENTS** Mayor Grasso asked if there were any public comments.

Village Administrator Doug Pollock advised that he did have an email from a resident regarding the Elm Street culvert project and that the email was sent to all of the Trustees. Mayor Grasso said it was not necessary to read into the record at this time because all of the Trustees received the email and the item was tabled as requested by the resident. He said that the email will be made part of the record when this is considered.



Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
May 26, 2020

Resident Richard Morton wanted to make a brief comment on helping the restaurants. He thought that trying to recover some costs from the restaurants was poorly considered.

He also wanted to talk about Village Clerk Karen Thomas and the resolution that was approved earlier. Mr. Morton added that whenever he had a question or concern, she was always very responsive. He stated that she was also very helpful in arranging for their HOA meetings. He wanted to congratulate her on her success and hope she enjoys her life's next chapter.

Mayor Grasso asked Village Administrator Pollock if anyone from the public had called or emailed comments. There was none.

### **REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS**

Trustee Mital reported there was a 74% response rate on the Census. She asked that everyone spread the word to participate in the Census.

Mayor Grasso asked if there was any way to tell us what areas were responding well or which were not so that we may be able to campaign in the areas that are not. Trustee Mital did not know and said she would look into that for the next meeting.

Mayor Grasso advised that the Village would be going into Phase 3 this Friday, May 29. He asked everyone to come out and support our businesses.

In closing, Mayor Grasso stated that Trustee Mottl continues to attack people personally including himself and his family even though he knows he has no basis for it. He added that it comes with the job, which is unfortunate.

Motion was made by Trustee Franzese and Seconded by Trustee Snyder that the Regular Meeting of May 26, 2020 be adjourned.

The Motion was approved by a unanimous voice vote of the Board of Trustees and the meeting was adjourned at 9:02 p.m.

PLEASE NOTE: Where there is no summary or discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

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Karen J. Thomas  
Village Clerk  
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2020.



**PLAN COMMISSION/ZONING BOARD OF APPEALS**  
**VILLAGE OF BURR RIDGE**  
**MINUTES FOR REGULAR MEETING OF JUNE 1, 2020**

**I. ROLL CALL**

The Regular Meeting of the Plan Commission/Zoning Board of Appeals was called to order at 7:00 p.m. at the Burr Ridge Village Hall, 7660 County Line Road, Burr Ridge, Illinois by Chairman Trzupek. Due to the State's Declaration of Emergency, this meeting was held via web conferencing system consistent with the Governor's Executive Order #2020-07.

**ROLL CALL** was noted as follows:

**PRESENT:** 7 – Broline, Petrich, Farrell, Hoch, Irwin, Parrella, and Trzupek  
**ABSENT** 1 – Stratis

Assistant Village Administrator Evan Walter was also present.

**II. APPROVAL OF PRIOR MEETING MINUTES**

Commissioner Petrich requested that several clarifications be made regarding his affirmative vote on Z-01-2020, specifically related to the use of the 200-person meeting space at King-Bruwaert.

A **MOTION** was made by Commissioner Petrich and **SECONDED** by Commissioner Irwin to approve the minutes of the April 20, 2020 Plan Commission meeting accepting Commissioner Petrich's amendments.

**ROLL CALL VOTE** was as follows:

**AYES:** 7 – Petrich, Irwin, Farrell, Hoch, Broline, Parrella, and Trzupek  
**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 7-0.

**III. PUBLIC HEARINGS**

Chairman Trzupek conducted the swearing in of all those wishing to speak during the public hearing on the agenda for the meeting.

**Z-07-2020: 7000 County Line Road (Wiegand); PUD Amendment and Findings of Fact**

Chairman Trzupek requested an overview of the petition. Mr. Walter said that the petitioner is Laura Weigand on behalf of Birth Partners, Inc., a Birthing Center at 7000 County Line Road. The petitioner requests an amendment to PUD Ordinance #A-452-03-94 to permit an addition to an existing building to accommodate a birthing center at the subject property. The aforementioned



ordinance created the Oak Grove PUD as is presently constituted; the proposed addition thus requires an amendment to the PUD.

Mr. Walter said that the petitioner is proposing to expand the existing 3,000-square foot building at the subject property to create a 5900-square foot building solely housing the use that was approved in 2019. In general, the expansion would remove the existing drive-thru canopy stalls on the building and enclose said area. The proposed addition would result in the west eaves being in the same location of the current drive-thru canopy; the proposed addition otherwise complies with all required setbacks in the B-1 Business District. The proposed addition also meets the Floor Area Ratio Requirements of 40% in this zoning district (8.5%) as well as the maximum height requirements of 35 feet. No parking would be eliminated by the addition, while a one-way drive aisle would be maintained to allow for patient access, etc. to the building. Additional impervious surface would not be added to the site, thus necessitating no alterations to the development's stormwater capacity. No dedicated emergency access areas would be constructed by the proposed additions.

Commissioner Petrich asked for clarification regarding the entrance doors on the subject building. Nathan Elliot, the architect for the petitioner, stated that doors would not be altered in location.

Chairman Trzupsek asked if the building addition's façade would be constructed using EIFS. Mr. Elliot confirmed that EIFS would be used to create the stone and masonry reliefs. Chairman Trzupsek asked if EIFS was a prohibited material. Mr. Walter said that EIFS was a "discouraged" material according to the Zoning Ordinance. Chairman Trzupsek said that he understood the need to contain costs, but was not in favor of the entire elevation being made by EIFS. Chairman Trzupsek said he supported the concept of adding a thin brick fascia around a designated band of the building addition at window level to break up the material. The Plan Commission supported this suggestion. Mr. Elliot and Ms. Wiegand said that this change was acceptable. Chairman Trzupsek also requested that the petitioner add landscaping around the building where impervious areas were to be removed.

At 7:32pm, a **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Irwin to close the public hearing.

**ROLL CALL VOTE** was as follows:

**AYES:** 7 – Hoch, Irwin, Broline, Farrell, Petrich, Parrella, and Trzupsek  
**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 7-0.

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Irwin to recommend approval of an amendment to PUD Ordinance #A-452-03-94 to permit an addition to an existing building to accommodate a birthing center at 7000 County Line Road, subject to all plans submitted by the petitioner as well as under the condition that a thin brick fascia be added around the entirety of the building's window-level elevations.



**ROLL CALL VOTE** was as follows:

**AYES:** 7 – Hoch, Irwin, Farrell, Petrich, Broline, Parrella, and Trzupek  
**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 7-0.

#### **IV. CORRESPONDENCE**

#### **V. OTHER PETITIONS**

##### **S-02-2020: 7000 County Line Road (Wiegand); Sign Variation and Findings of Fact**

Chairman Trzupek requested an overview of the petition. Mr. Walter said that the petitioner is Laura Weigand on behalf of Birth Partners, Inc., a Birthing Center at 7000 County Line Road. The petitioner requests an amendment to a previous variation to change the copy on three existing ground signs located on a lot of record at 7000-7020 County Line at Oak Grove PUD. No additional signage is being added to the subject property; this variation is solely related to design elements of three specific and existing ground signs. As the existing signs were permitted by a variation that was made subject to the design of the existing signs, the petitioner requires a variation to change the copy on the existing monuments.

Mr. Walter said that the building at 7000 County Line Road is part of the same lot of record as two other parcels with free-standing buildings: Cadence Preschool (7010 County Line Road) and Busey Bank (7020 County Line Road). These three parcels comprise the Oak Grove subdivision, which was built in 1993. Under the Sign Ordinance, each lot of record in the Village is permitted to have 100 square feet of signage. The amount of signage on this lot is unusual due to there being three principal, separately owned buildings on separate parcels on one lot of record. There are four existing ground signs and a wall sign in Oak Grove totaling 460 total square feet in size. The existing signs include one ground sign for Birth Partners, Inc., two ground signs at Busey Bank (including a directory ground sign), and one existing ground sign at Cadence. Aside from their requiring approval to change the sign copy at a PUD, the proposed sign elevations met all requirements of the Sign Ordinance.

No discussion was held on this petition otherwise.

A **MOTION** was made by Commissioner Farrell and **SECONDED** by Commissioner Petrich to recommend approval of a variation to change the copy on three existing ground signs located on a lot of record at 7000-7020 County Line at Oak Grove PUD.

**ROLL CALL VOTE** was as follows:

**AYES:** 7 – Farrell, Petrich, Hoch, Irwin, Broline, Parrella, and Trzupek  
**NAYS:** 0 – None



**MOTION CARRIED** by a vote of 7-0.

## **VII. FUTURE SCHEDULED MEETINGS**

A **MOTION** was made by Commissioner Farrell and **SECONDED** by Commissioner Petrich to cancel the June 15, 2020 meeting due to a lack of business.

**ROLL CALL VOTE** was as follows:

**AYES:** 7 – Farrell, Petrich, Hoch, Irwin, Broline, Parrella, and Trzupek  
**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 7-0.

The next scheduled Plan Commission meeting is July 6, 2020.

## **VII. ADJOURNMENT**

A **MOTION** was made by Commissioner Farrell and **SECONDED** by Commissioner Broline to adjourn the meeting at 7:42p.m. **ALL MEMBERS VOTING AYE**, the meeting was adjourned at 7:42p.m.

**Respectfully  
Submitted:**

---

Evan Walter, Assistant Village Administrator



## ORDINANCE NO. A-452-\_\_-20

## AN ORDINANCE GRANTING AN AMENDMENT TO PUD ORDINANCE #A-452-03-94 TO PERMIT AN ADDITION TO AN EXISTING BUILDING TO ACCOMMODATE A BIRTHING CENTER

(Z-07-2020: 7000 County Line Road - Wiegand)

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**WHEREAS**, an application for a PUD amendment for certain real estate has been filed with the Assistant Village Administrator of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, and said application has been referred to the Plan Commission of said Village and has been processed in accordance with the Burr Ridge Zoning Ordinance; and

**WHEREAS**, said Plan Commission of this Village held a public hearing on the question of granting said PUD amendment on June 1, 2020, at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

**WHEREAS**, public notice in the form required by law was provided for said public hearing not more than 30 nor less than 15 days prior to said public hearing by publication in The Doings Weekly, a newspaper of general circulation in this Village, there being no newspaper published in this Village; and

**WHEREAS**, the Village of Burr Ridge Plan Commission has made its report on the request for the PUD amendment, including its findings and recommendations, to this Mayor and Board of



Trustees, and this Mayor and Board of Trustees has duly considered said report, findings, and recommendations.

**NOW THEREFORE, Be It Ordained** by the Mayor and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, as follows:

**Section 1:** All Exhibits submitted at the aforesaid public hearing are hereby incorporated by reference. This Mayor and Board of Trustees find that the granting of the PUD amendment indicated herein is in the public good and in the best interests of the Village of Burr Ridge and its residents, is consistent with and fosters the purposes and spirit of the Burr Ridge Zoning Ordinance as set forth in Section II thereof.

**Section 2:** That this Mayor and Board of Trustees, after considering the report, findings, and recommendations of the Plan Commission and other matters properly before it, in addition to the findings set forth in Section 1, finds as follows:

- A. That the Petitioner for the PUD amendment for the property located at 7000 County Line Road, Burr Ridge, Illinois, is Laura Wiegand (hereinafter "Petitioner"). The Petitioner requests an amendment to PUD Ordinance #A-452-03-94 to permit an addition to an existing building to accommodate a birthing center at the subject property.
- B. That the amendment will not detract from the public health, safety, morals, comfort, or general welfare.
- C. That the amendment will not adversely impact any adjacent properties.
- D. That the amendment will allow the petitioner to bring a necessary service to the residents of the Village.



- E. That the site plan of the property is adequate for the use.
- F. That adequate traffic facilities are present on or adjacent to the property.
- G. That the use is not contrary to the objectives of the Official Comprehensive Plan.
- H. That the amendment will otherwise conform to the applicable regulations of the Zoning Ordinance.

**Section 3:** That the amendment to PUD Ordinance #A-452-03-94 to permit an addition to an existing building to accommodate a birthing center is ***hereby granted*** for the property commonly known as 7000 County Line Road and identified by the Permanent Real Estate Index Number of: **09-24-404-002; 09-24-404-004; 09-24-404-005.**

**Section 4:** That approval of the PUD amendment shall be subject to the submitted elevations and site plans found in **Exhibit A**, as well as subject to the condition that a thin brick fascia be added around the entirety of the building's window-level elevations.

**Section 5:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law. The Deputy Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.



**PASSED** this 8<sup>th</sup> day of June, 2020, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by the Mayor of the Village of Burr Ridge on this 8<sup>th</sup> day of June, 2020.

---

Mayor

ATTEST:

---

Deputy Village Clerk





VILLAGE OF  
**BURR RIDGE**  
A VERY SPECIAL PLACE

7660 County Line Rd. • Burr Ridge, IL 60527  
(630) 654-8181 • Fax (630) 654-8269 • [www.burr-ridge.gov](http://www.burr-ridge.gov)

Gary Grasso  
Mayor

Karen J. Thomas  
Village Clerk

J. Douglas Pollock  
Village Administrator

June 3, 2020

Mayor Gary Grasso and Board of Trustees  
7660 County Line Road  
Burr Ridge, Illinois 60527

**Re: Z-07-2020: 7000 County Line Road (Wiegand); PUD Amendment and Findings of Fact**

Dear Mayor and Board of Trustees:

The Plan Commission transmits its recommendation to approve a request by Laura Wiegand for an amendment to PUD Ordinance #A-452-03-94 to permit an addition to an existing building to accommodate a birthing center at 7000 County Line Road.

After due notice, as required by law, the Plan Commission held a public hearing on June 1, 2020. The petitioner is attempting to open a birthing center at the subject property, which was approved as a special use in 2019. The petitioner is attempting to build an addition to the existing commercial building at the subject property, which was formerly occupied by MB Financial Bank. In summary terms, the existing building has three drive-thru lanes under a canopy; the addition would wall in the canopy area and provide additional indoor space for the use. The Plan Commission added a condition that the petitioner add a thin brick fascia around the central band of the building to help elaborate the existing façade throughout the property, but otherwise concluded that the request for the PUD amendment was appropriate and fit the character of the neighborhood. No residents objected to the petition. The recommendation was made subject to the site plans and elevations otherwise provided by the petitioner.

The Plan Commission, by a vote of 7 to 0, ***recommends that the Board of Trustees approve*** a request by Laura Wiegand for an amendment to PUD Ordinance #A-452-03-94 to permit an addition to an existing building to accommodate a birthing center at 7000 County Line Road, subject to all plans submitted by the petitioner as well as under the condition that a thin brick fascia be added around the entirety of the building's window-level elevations.

Sincerely,

Greg Trzupek, Chairman  
Village of Burr Ridge  
Plan Commission/Zoning Board of Appeals





VILLAGE OF  
**BURR RIDGE**  
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**Z-07-2020: 7000 County Line Road (Weigand); Requests an amendment to PUD Ordinance #A-452-03-94 to permit an addition to an existing building to accommodate a birthing center at the subject property.**

**HEARING:**

June 1, 2020

**TO:**

Plan Commission  
Greg Trzupek, Chairman

**FROM:**

Evan Walter  
Assistant Village Administrator

**PETITIONER:**

Laura Weigand o/b/o  
Birth Partners, Inc.

**PETITIONER STATUS:**

Approved Tenant

**EXISTING ZONING:**

B-1 Business PUD

**LAND USE PLAN:**

Recommends Retail, Service, and  
Office Uses

**EXISTING LAND USE:**

Commercial Building

**SITE AREA:**

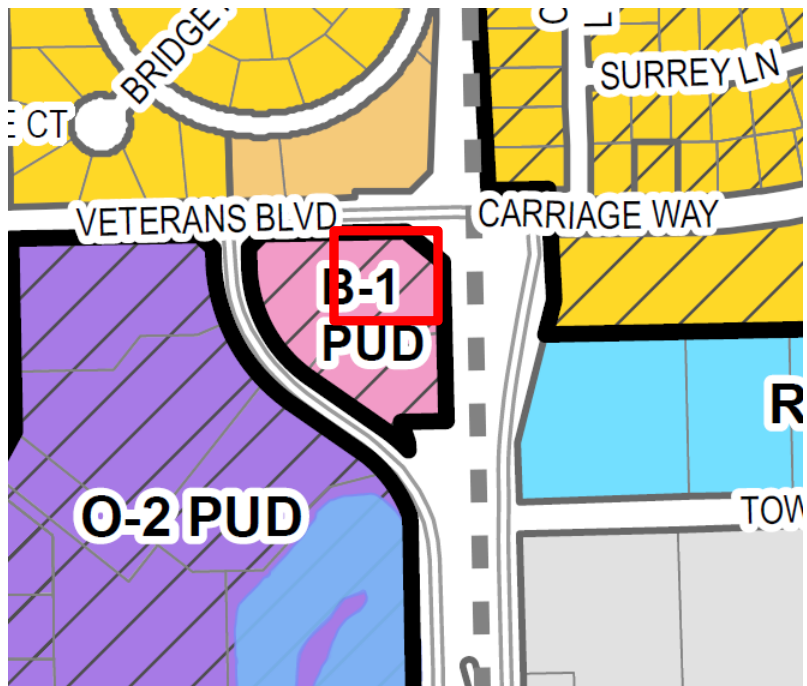
1.59 Acres

**SUBDIVISION:**

Oak Grove

**PARKING:**

25 Spaces





The petitioner is Laura Weigand on behalf of Birth Partners, Inc., a Birthing Center at 7000 County Line Road. The petitioner requests an amendment to PUD Ordinance #A-452-03-94 to permit an addition to an existing building to accommodate a birthing center at the subject property. The aforementioned ordinance created the Oak Grove PUD as is presently constituted; the proposed addition thus requires an amendment to the PUD.

The petitioner is proposing to expand the existing 3,000-square foot building at the subject property to create a 5900-square foot building solely housing the use that was approved in 2019. In general, the expansion would remove the existing drive-thru canopy stalls on the building and enclose said area. The proposed addition would result in the west eaves being in the same location of the current drive-thru canopy; the proposed addition otherwise complies with all required setbacks in the B-1 Business District. The proposed addition also meets the Floor Area Ratio Requirements of 40% in this zoning district (8.5%) as well as the maximum height requirements of 35 feet. No parking would be eliminated by the addition, while a one-way drive aisle would be maintained to allow for patient access, etc. to the building. Additional impervious surface would not be added to the site, thus necessitating no alterations to the development's stormwater capacity. The elevations of the proposed addition would be masonry and stone reliefs to match the existing building's elevations. No dedicated emergency access areas would be constructed by the proposed additions.

### **Land Use and Site Analysis**

The subject property is 1.59 acres on a shared parcel with two other commercial buildings at the Oak Grove PUD. The subject property is bounded by O-2 Office uses to the west, a church zoned R-2B Residential to the north, and a mixture of residential and industrial uses to the east zoned R-3 Residential, R-A Research Assembly, and L-I Light Industrial. The other tenants of the Oak Grove PUD include Cadence Preschool and Busey Bank.

### **Public Hearing History**

In 2019, the Village approved a text amendment to add "Birthing Center" as a special use in the B-1 Business District and a special use to the petitioner to operate a Birthing Center as per the amended Zoning Ordinance.

Several sign variations have been granted for the Oak Grove PUD, which is unusually limited in the number of signs permitted due to three buildings being located on a single parcel.

### **Public Comment**

No public comment was received on this petition.

### **Findings of Fact and Recommendation**

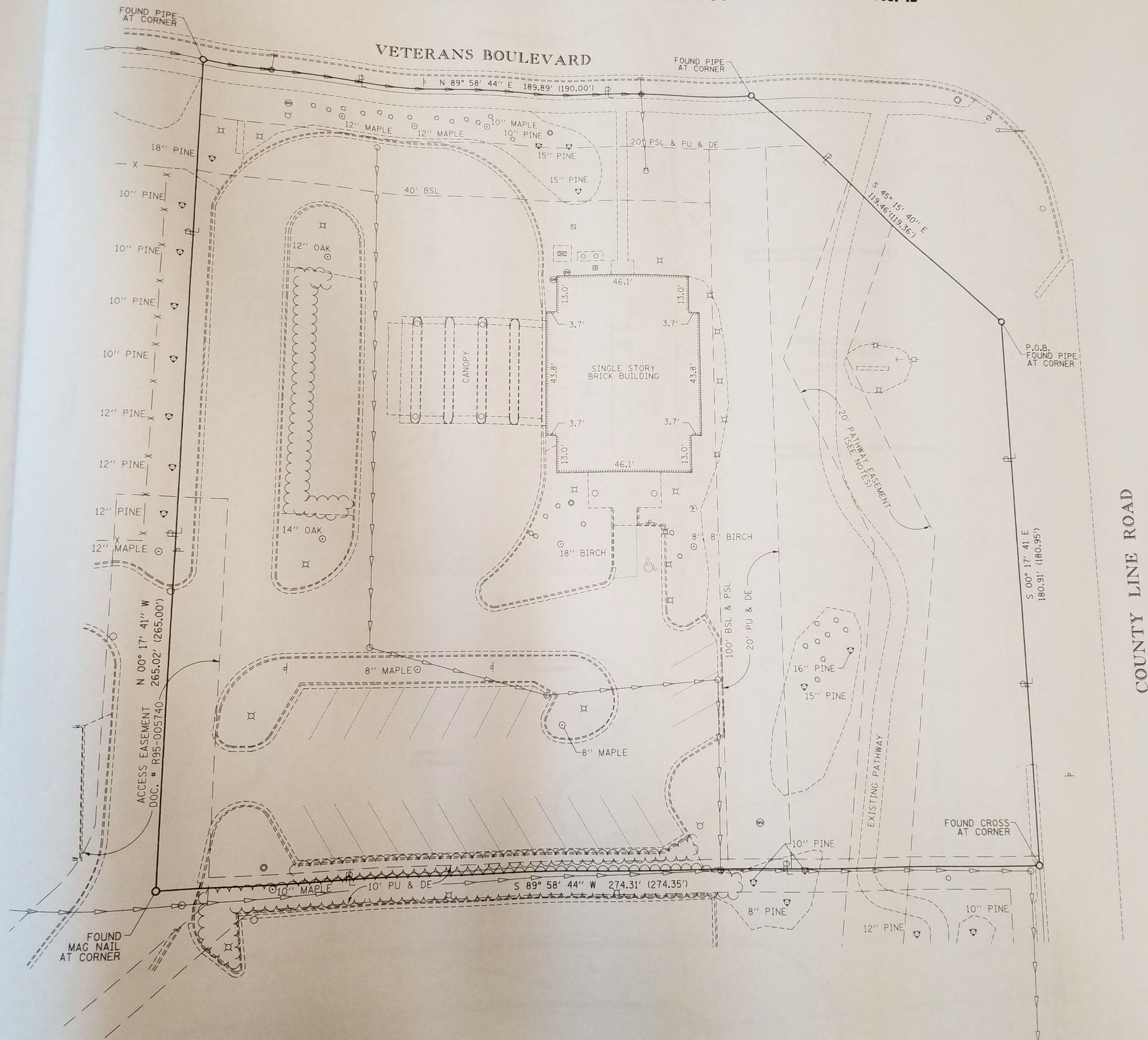
The petitioner has provided Findings of Fact for the PUD Amendment. If the Plan Commission chooses to recommend approval of a PUD Amendment to accommodate the proposed expansion, staff recommends that it be made subject to the petitioner's submitted site plans.

### **Appendix**

Exhibit A – Petitioner's Materials



OAK GROVE SUBDIVISION UNIT 1  
RECORDED JANUARY 13, 1995 AS DOCUMENT NO. R95-005742



GRAPHIC SCALE:  
20'  
SCALE:  
BEARING  
DOCUMENT

LEGAL DESCRIPTION (DOCUME

THAT PART OF LOT 1 OF O  
THE SOUTHEAST QUARTER O  
THIRD PRINCIPAL MERIDIAN  
DOCUMENT R95-005742, DU

BEGINNING AT THE SOUTHE  
00 DEGREES 17 MINUTES 4  
1, A DISTANCE OF 180.95  
WEST, A DISTANCE OF 27  
WEST, 265.00 FEET TO A  
FEET EAST OF THE NORT  
89 DEGREES 58 MINUTES  
THE NORTHERNMOST NORT  
MINUTES 40 SECONDS EA  
DISTANCE OF 119.36 FEET

DUPAGE COUNTY P.I.N. M  
ADDRESS

PUBLIC UTILIT

I, JEFFREY W. DAY, AN ILLINOIS  
DO HEREBY STATE THAT I HAVE  
PREPARED UNDER MY DIRECT



VETERANS BOULEVARD

CADENCE ACADEMY  
PRESCHOOL

EXISTING HMA  
(TO REMAIN)

EXISTING HMA  
(TO REMAIN)

PROPOSED  
BUILDING ADDITION

MB FINANCIAL BANK  
700 S COUNTY  
LINE ROAD

S COUNTY ROAD

EXISTING HMA  
(TO REMAIN)

BURR RIDGE BANK & TRUST

COMPACTED EARTH SUBGRADE  
CBR 4.0 MIN. REQUIRED  
SEE SITE SPECS

HMA MIX

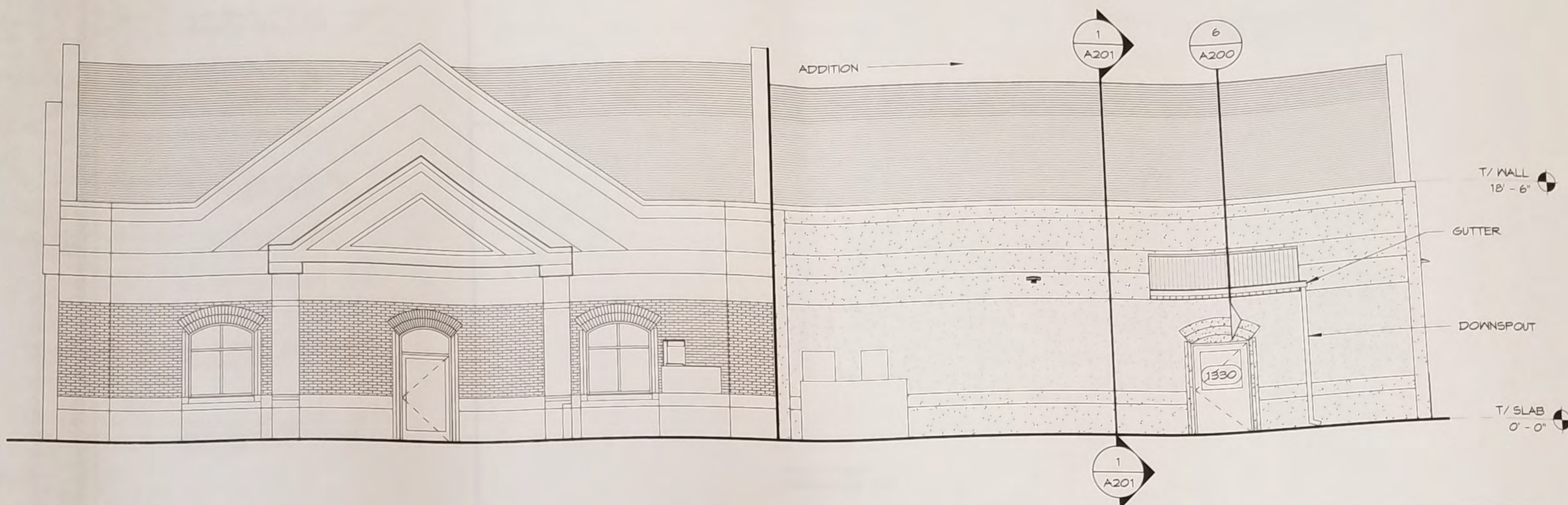
MIXTURE USE



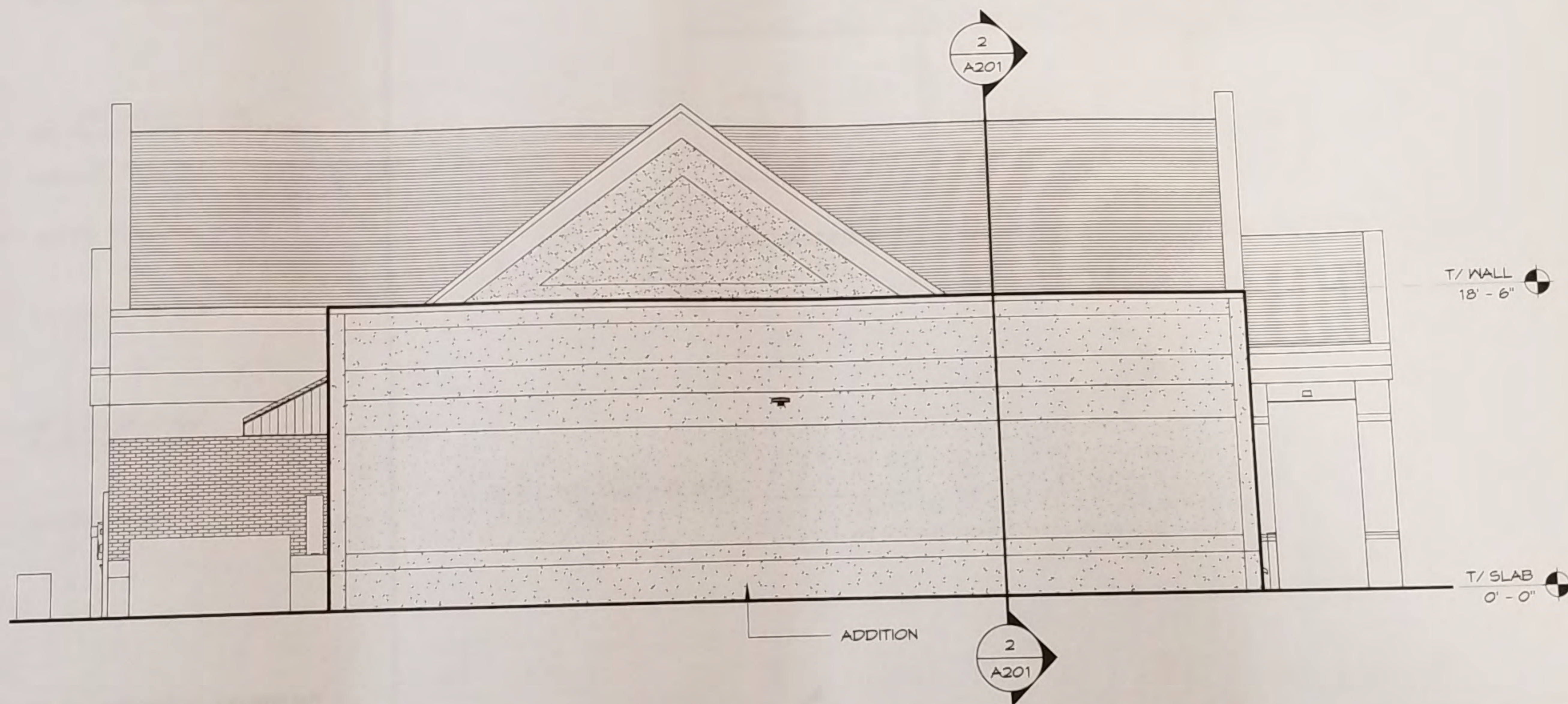


NOTE:  
THIS ELEVATION IS  
SHOWN FOR  
INFORMATIONAL  
PURPOSES. THERE IS  
NO WORK ON THIS  
ELEVATION

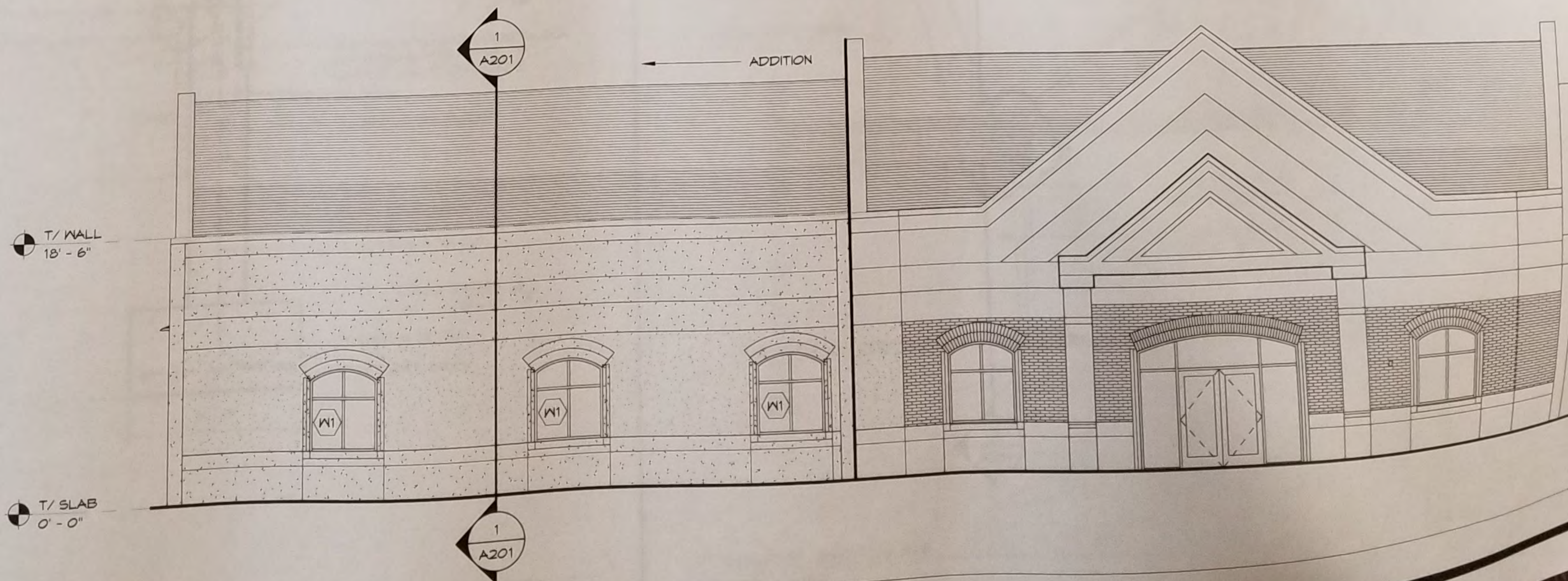
④ EAST ELEVATION - EXISTING ELEVATION  
1/8" = 1'-0"



③ NORTH ELEVATION  
1/8" = 1'-0"



② WEST ELEVATION  
1/8" = 1'-0"



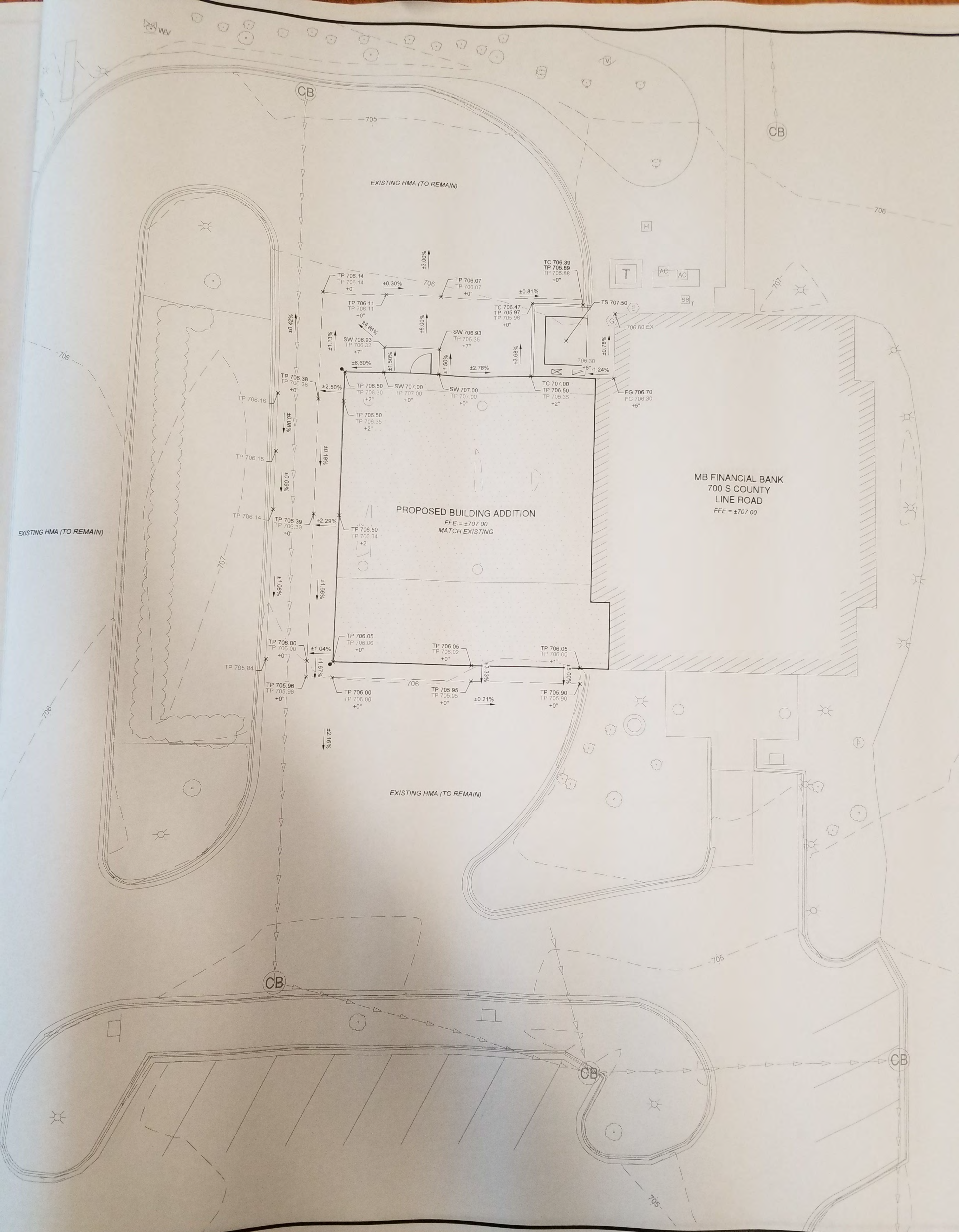
① SOUTH ELEVATION  
1/8" = 1'-0"

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SA  
ARCHITECTURE & DESIGN, INC.

SC  
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PERMIT DOC







## ORDINANCE NO. A-923-\_\_-20

AN ORDINANCE GRANTING A VARIATION AS PER  
THE VILLAGE OF BURR RIDGE SIGN ORDINANCE FOR APPROVAL OF CHANGED  
SIGN COPY FOR THREE GROUND SIGNS AT 7000-7020 COUNTY LINE ROAD

(S-02-2020: 7000 County Line Road - Wiegand)

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**WHEREAS**, an application for a sign variation has been filed with the Assistant Village Administrator of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, and said application has been referred to the Plan Commission of said Village and has been processed in accordance with the Burr Ridge Zoning Ordinance; and

**WHEREAS**, said Plan Commission of this Village considered the question of granting said sign variation on June 1, 2020, at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

**WHEREAS**, the Village of Burr Ridge Plan Commission has made its report on the request for a sign variation, including its findings and recommendations, to this Mayor and Board of Trustees, and this Mayor and Board of Trustees has duly considered said report, findings, and recommendations.

**NOW THEREFORE, Be It Ordained** by the Mayor and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, as follows:

**Section 1:** All Exhibits submitted at the aforesaid public hearing are hereby incorporated by reference. This Mayor and Board



of Trustees find that the granting of the sign variation indicated herein is in the public good and in the best interests of the Village of Burr Ridge and its residents, is consistent with and fosters the purposes and spirit of the Burr Ridge Zoning Ordinance as set forth in Article I thereof.

**Section 2:** That this Mayor and Board of Trustees, after considering the report, findings, and recommendations of the Plan Commission and other matters properly before it, in addition to the findings set forth in Section 1, finds as follows:

- A. That the applicant for the sign variations for the property located at 7000 County Line Road, Burr Ridge, Illinois, is Laura Wiegand (hereinafter "Applicant"). The applicant requests a sign variation as to permit changed sign copy on three existing signs on the subject property.
- B. The proposed signs have simple design features and intends to act as part of a directory sign for businesses located at separate but jointly-owned properties.
- C. The variation is necessary due to the petitioner's property having a large number of tenants.
- D. The proposed signs are intended to serve members of the public.
- E. The proposed signs will not be distracting from the character of the locality.

**Section 3:** That sign variations from the Sign Ordinance are ***hereby granted*** for the property commonly known as 7000 County Line Road and subject to compliance with the submitted sign elevations attached hereto as **Exhibit A.**

**Section 4:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as



required by law. The Deputy Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

**PASSED** this 8<sup>th</sup> day of June, 2020 by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by the Mayor of the Village of Burr Ridge on this 8<sup>th</sup> day of June, 2020.

---

Mayor

ATTEST:

---

Deputy Village Clerk





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**Gary Grasso**  
Mayor

**Karen J. Thomas**  
Village Clerk

**J. Douglas Pollock**  
Village Administrator

June 3, 2020

Mayor Gary Grasso and Board of Trustees  
7660 County Line Road  
Burr Ridge, Illinois 60527

**Re: S-02-2020: 7000 County Line Road (Wiegand); Sign Variation**

Dear President and Board of Trustees:

The Plan Commission transmits for your consideration its recommendation to **approve** a sign variation to permit changes in sign copy on three existing signs on the property at 7000-7020 County Line Road.

The Plan Commission considered this request on June 1, 2020. The petitioner requested a variation to change the copy of existing signs on the property. Several previous variations permitted the construction of the subject signs, but a clause in the ordinance granting the variation stated that it was granted subject to the exact design of the current signage, and thus an amendment to the previous variation was required. The Plan Commission ultimately concluded that the request was consistent with the needs of the property and would not deter from the character of the property or neighborhood. No public comment was provided on this petition.

After due consideration, the Plan Commission, by vote of 7 to 0, recommends that the Board of Trustees **approve** the changes in sign copy on three existing signs on the property at 7000-7020 County Line Road.

Sincerely,

Greg Trzupek, Chairman  
Village of Burr Ridge  
Plan Commission/Zoning Board of Appeals





VILLAGE OF  
**BURR RIDGE**  
A VERY SPECIAL PLACE

**S-02-2020: 7000 County Line Road (Wiegand);** Requests an amendment to a previous variation to change the copy on three previously permitted ground signs on the lot of record at 7000-7020 County Line Road.

**HEARING:**

June 1, 2020

**TO:**

Plan Commission  
Greg Trzupsek, Chairman

**FROM:**

Evan Walter  
Assistant Village Administrator

**PETITIONER:**

Laura Wiegand

**PETITIONER STATUS:**

Approved Tenant

**EXISTING ZONING:**

B-1 Business PUD

**LAND USE PLAN:**

Recommends Retail, Service, and  
Office Uses

**EXISTING LAND USE:**

Commercial Building

**SITE AREA:**

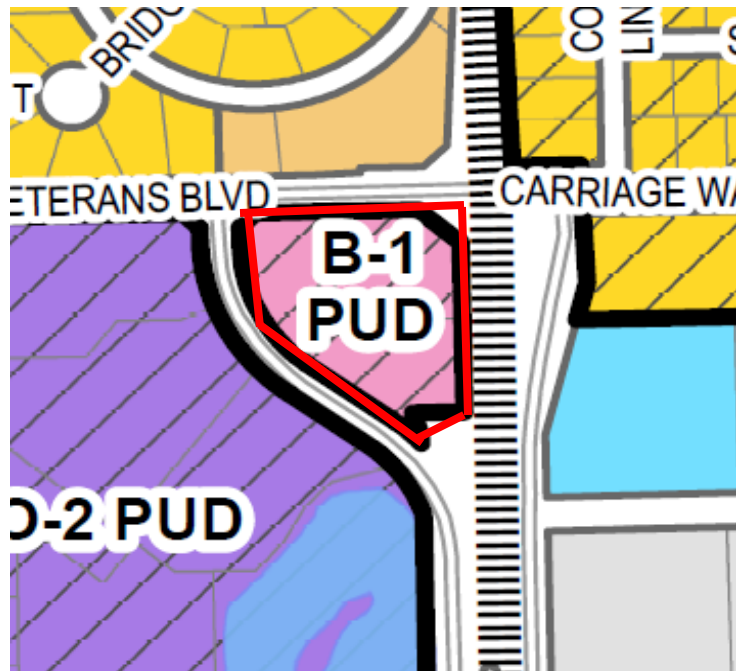
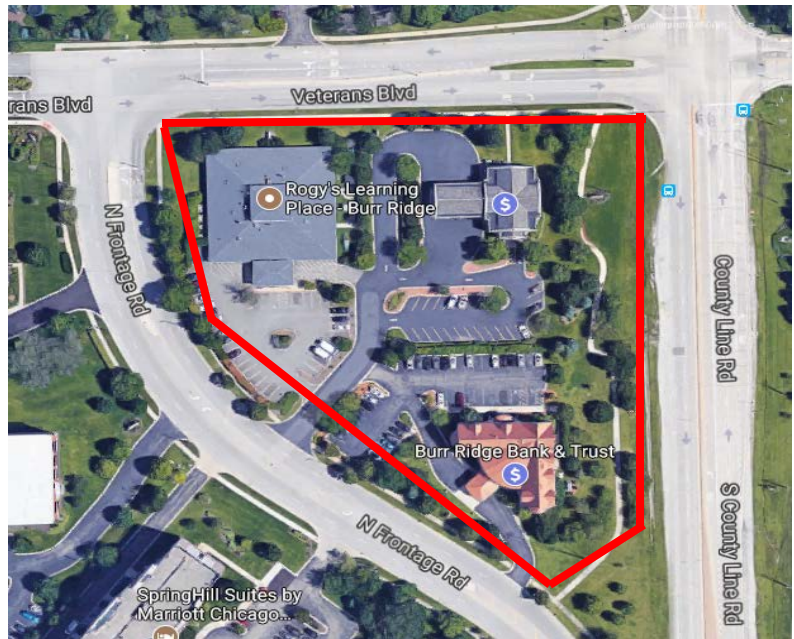
1.59 Acres

**SUBDIVISION:**

Oak Grove

**PARKING:**

25 Spaces





The petitioner is Laura Wiegand, on behalf of Birth Partners, Inc., a Birthing Center at 7000 County Line Road. The petitioner requests an amendment to a previous variation to change the copy on three existing ground signs located on a lot of record at 7000-7020 County Line at Oak Grove PUD. No additional signage is being added to the subject property; this variation is solely related to design elements of three specific and existing ground signs. As the existing signs were permitted by a variation that was made subject to the design of the existing signs, the petitioner requires a variation to change the copy on the existing monuments.

The building at 7000 County Line Road is part of the same lot of record as two other parcels with free-standing buildings: Cadence Preschool (7010 County Line Road) and Busey Bank (7020 County Line Road). These three parcels comprise the Oak Grove subdivision, which was built in 1993. Under the Sign Ordinance, each lot of record in the Village is permitted to have 100 square feet of signage. The amount of signage on this lot is unusual due to there being three principal, separately-owned buildings on separate parcels on one lot of record. There are four existing ground signs and a wall sign in Oak Grove totaling 460 total square feet in size. The existing signs include one ground sign for Birth Partners, Inc., two ground signs at Busey Bank (including a directory ground sign), and one existing ground sign at Cadence. Aside from their requiring approval to change the sign copy at a PUD, the proposed sign elevations meet all requirements of the Sign Ordinance.

Six previous petitions have been considered related to signs in the Oak Grove subdivision at 7000-7020 County Line Road:

1. 1993; two variations were approved to permit multiple ground signs at 7020 County Line Road, increasing the total amount of signage to 278 square feet.
2. 1994; a variation was approved to permit an additional ground sign at 7000 County Line Road, increasing the total amount of signage to 351 square feet.
3. 1997; a variation was approved to replace an existing ground sign with a larger sign, increasing the total amount of signage to 384 square feet.
4. 2017; a variation was approved to permit an additional wall sign at 7020 County Line Road, increasing the total amount of signage to 428 square feet.
5. 2018; a variation was approved to permit an additional ground sign at 7010 County Line Road, increasing the total amount of signage to 460 square feet.
6. 2019; a variation was approved to amend the sign copy on three signs at 7000 County Line Road related to MB Financial Bank.

### **Findings of Fact and Recommendation**

The petitioner has provided findings of fact which may be adopted if the Plan Commission is in agreement with those findings. If the Plan Commission chooses to recommend approval of the variations, they should be approved subject to the site plan submitted by the petitioner.

### **Appendix**

Exhibit A – Petitioner's Materials





# BURR RIDGE BIRTH CENTER



35 1/2" H

135 1/2" W



6911W

101

Cadence Academy Preschool

BuseyBANK

Busey WEALTH<sup>™</sup> MANAGEMENT

61 1967



39"

136" w



ORDINANCE NO. \_\_\_\_-\_\_\_\_-20

**ORDINANCE AUTHORIZING THE SALE BY ONLINE AUCTION OF PERSONAL  
PROPERTY OWNED BY THE VILLAGE OF BURR RIDGE  
(PUBLIC WORKS VEHICLES)**

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**WHEREAS**, in the opinion of at least three-fourths of the Corporate Authorities of the Village of Burr Ridge, it is no longer necessary or useful to, or in the best interest of, the Village of Burr Ridge to retain ownership of the personal property hereinafter described; and

**WHEREAS**, it has been determined by the Mayor and Board of Trustees of the Village of Burr Ridge to dispose of said personal property through GovDeals, an on-line auction service exclusively serving government agencies used previously by the Village;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, as follows:

**SECTION 1:** Pursuant to 65 ILCS 5/11-76-4, the Mayor and Board of Trustees of the Village of Burr Ridge find that the following described property owned by the Village of Burr Ridge is no longer necessary or useful to the Village of Burr Ridge, and the best interests of the Village will be served by its sale:

| <b><u>I.D./SERIAL NUMBER</u></b> | <b><u>YEAR</u></b> | <b><u>MAKE</u></b> | <b><u>MODEL</u></b> | <b><u>MIN.VALUE</u></b> |
|----------------------------------|--------------------|--------------------|---------------------|-------------------------|
| 1FTNX21L1YEB05621                | 2000               | FORD               | F250 SD 4X4         | \$2,500                 |
| 2FAFP71W51X190677                | 2001               | FORD               | CROWN VICTORIA      | \$1,200                 |
| 1FMPU16536LA93482                | 2006               | FORD               | EXPEDITION          | \$2,500                 |



**SECTION 2:** No bid which is less than the minimum price set forth in the list of property to be sold shall be accepted.

**SECTION 3:** Upon payment of the full auction price, the Village Administrator is hereby authorized and directed to convey and transfer title of the aforesaid personal property to the successful bidder.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the Corporate Authorities, and approval in the manner provided by law.

**ADOPTED** this 8<sup>th</sup> day of June, 2020 pursuant to a roll call vote as follows:

**AYES:** -

**NAYS:** -

**ABSENT:** -

**APPROVED** this 8<sup>th</sup> day of June, 2020 by the Mayor of the Village of Burr Ridge.

---

Mayor

**ATTEST:**

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Deputy Village Clerk



## RESOLUTION NO.

**A RESOLUTION APPROVING A SUBAWARD AGREEMENT BETWEEN THE VILLAGE OF BURR RIDGE AND THE COUNTY OF COOK FOR BURR RIDGE VILLAGE HALL SECURITY UPGRADES (GRANT CONTRACT #769-2019-10663-20236054a)**

**WHEREAS**, the Village of Burr Ridge ("Village") and the County of Cook acting on behalf of the State of Illinois through the Department of Homeland Security and Emergency Management ("Cook County"), desire to enter into a Subaward Agreement (Exhibit A), pertaining to the award of certain Urban Area Security Initiative funds awarded to the Village to utilize for costs relating to planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events ("Eligible Costs"); and

**WHEREAS**, pursuant to the said Agreement Cook County shall provide an amount not to exceed \$36,300.00 to the Village for said Eligible Costs; and

**WHEREAS**, in order to receive such funds the Village will allocate an amount not greater than \$8,700.00 of non-Federal funds towards the said Eligible Costs; and

**WHEREAS**, the Village Administrator and the Board of Trustees believe and hereby declare that it is in the best interest of the Village and its residents to approve said Agreement and shall allocate the amount not greater than \$8,700.00 of non-Federal funds towards said Eligible Costs to receive said Funds; and

**NOW, THEREFORE, BE IT RESOLVED,**

**ADOPTED** this 8th day of June, 2020, by a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 8th day of June, 2020, by the Mayor of the Village of Burr Ridge.

ATTEST:

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Mayor

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Deputy Village Clerk





**SUBAWARD AGREEMENT  
BETWEEN  
THE COUNTY OF COOK  
AND  
THE VILLAGE OF BURR RIDGE, ILLINOIS**

**THIS SUBAWARD AGREEMENT** ("Agreement") is entered into between the County of Cook ("County"), a body politic and corporate of the State of Illinois, acting through its Department of Homeland Security and Emergency Management ("DHSEM"), and the Village of Burr Ridge, a municipal corporation in the State of Illinois, ("Subrecipient"), by and through its Village Administrator.

**RECITALS**

**WHEREAS**, the U.S. Department of Homeland Security ("DHS" or "Federal Awarding Agency"), through its Grant Programs Directorate ("GPD") administers the Homeland Security Grant Program ("HSGP"), which includes the Urban Area Security Initiative ("UASI") grant program.

**WHEREAS**, DHS awarded the State of Illinois ("State"), through its Illinois Emergency Management Agency ("IEMA"), a 2017 UASI grant, Federal grant # EMS-2017-SS-00051-S01; and

**WHEREAS**, pursuant to Agreement No. 2017UASICOOK ("2017 Grant Agreement"), a copy of which agreement is attached hereto as Exhibit A, IEMA has awarded the County 2017 UASI grant funds in an amount not exceeding \$20,361,280.17 ("2017 Grant") to utilize for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events; and

**WHEREAS**, the County wishes to subaward a portion of the 2017 UASI Grant ("Subaward") to Subrecipient as further detailed in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I  
INCORPORATION OF RECITALS**

The above recitals are incorporated into this Agreement by reference and made a part hereof.



## ARTICLE II SUBRECIPIENT INFORMATION AND CERTIFICATION

2.1. Nature of Entity; FEIN Number; and DUNS Number. Subrecipient certifies the following information is true and accurate:

Subrecipient is ☒ a unit of government, ☐ an institution of higher education, ☐ a nonprofit organization;

Subrecipient's correct FEIN is 36-2517422; and

Subrecipient's correct DUNS number is 178938007.

2.2. Standing and Authority. Subrecipient warrants that:

(a) Subrecipient has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it regarding this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(b) The execution and delivery of this Agreement, and the other documents to be executed by Subrecipient regarding this Agreement, and the performance by Subrecipient of its obligations hereunder have been duly authorized by all necessary entity action.

(c) It recognizes this Agreement and all other documents related to this Agreement, including the 2017 Grant Agreement, all applicable Federal laws, regulations, rules, and guidance, constitute the legal, valid and binding obligations of Subrecipient enforceable against Subrecipient in accordance with their respective terms.

2.3 Certification. By executing this Agreement, Subrecipient certifies:

- i. All representations made in this Agreement are true and correct and
- ii. All funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein.

Subrecipient acknowledges its subaward is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all funds awarded to Subrecipient.



### ARTICLE III SUBAWARD TERMS AND CONDITIONS

3.1 Term and Extension. The term of this Agreement shall commence on **September 1, 2019** (“Effective Date”) and shall expire on **July 31, 2020** (“Expiration Date”), unless terminated pursuant to this Agreement. This Agreement may only be extended upon the written agreement of the parties and as permitted by DHS at its sole discretion. In no event shall payments be made for obligations incurred, equipment purchased, or work performed before the Effective Date or after the Expiration Date of this Agreement.

3.2 Purpose of Subaward. The purpose of this Agreement is to provide Subrecipient 2017 UASI Grant funds for the allowable costs of the Subrecipient’s project (“Project”) described in its Scope of Project and Budget Detail Worksheet (“Scope/Budget Detail Worksheet”), attached hereto as Exhibit B.

3.3 Amount of Subaward and Use of Funds; Subrecipient Matching Funds. The Subaward is for an amount not to exceed **\$36,300.00** and shall be used only to implement the Project, Village of Burr Ridge Police Department - **Burr Ridge Village Hall Security Upgrades**, in conformance with this Agreement and for no other purpose. Subrecipient agrees to match the amount of the award with non-Federal funds in the amount of **\$8,700.00**.

3.4 Grant Assurances; Other Requirements.

(a) Subrecipient shall comply with all the conditions and limitations set forth in the 2017 UASI Grant Agreement.

(b) In addition to complying with terms and conditions of the 2017 UASI Grant Agreement, Subrecipient shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, County policies and requirements and any conditions imposed by DHS and IEMA (collectively “Requirements”) including but not limited to the following:

- i. Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program  
(<https://www.fema.gov/media-library/assets/documents/131992>)
- ii. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”)   
(<https://www.gpo.gov/fdsys/pkg/C.F.R.-2014-title2-vol1/pdf/C.F.R.-2014-title2-vol1-part200.pdf>)
- iii. The Department of Homeland Security’s Standard Terms and Conditions for Fiscal Year 2017  
(<https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202017%20DHS%20Standard%20Terms%20and%20Conditions.pdf>)



[0Standard%20Terms%20and%20Conditions%20Version%207-1%20Dated%2003-20-17.pdf](#))

- iv. Illinois Emergency Management Agency Federal Grants Policy Manual  
([https://www2.illinois.gov/iema/ITTF/Documents/IEMA\\_Federal\\_Grants\\_Policy\\_Manual.pdf](https://www2.illinois.gov/iema/ITTF/Documents/IEMA_Federal_Grants_Policy_Manual.pdf))

All Requirements applicable to the Subaward are hereby incorporated into this Agreement by reference as if fully set forth herein.

(c) By executing this Agreement, Subrecipient acknowledges and agrees it is assumed to have read, understood, and accepted all Requirements as binding.

3.5 Administrative Requirements. Subrecipient acknowledges and agrees that the County is acting as a "pass-through entity" (as such term is defined in 2 C.F.R. § 200.74) for this Subaward and that the County shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in the Uniform Guidance.

3.6 NIMS Implementation and Reporting. Subrecipients receiving HSGP funding are required to implement the National Incident Management System ("NIMS"). FY 2017 HSGP recipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources. Sample Resource Typing Form can be found in Exhibit C. (The NIMS Training Program and the NIMS Implementation Objectives can be found at <https://www.fema.gov/training-0> and <https://www.fema.gov/implementation-guidance-and-reporting>, respectively. Refer to the DHSEM Grant Guidance Manual for further information.)

3.7 Procurement Requirements. Subrecipient shall follow its own procurement requirements if those requirements comply with all applicable federal and State of Illinois, County and local laws, statutes, regulations, requirements, policies, guides, guidelines and instructions, including the most recent restrictions on the purchase of general purpose equipment and on purchases of specified controlled equipment. *See*, 2 C.F.R. § 200.318

3.8 Equipment List Requirements. Subrecipient may only purchase equipment listed on the DHS Authorized Equipment List (AEL), a list of equipment types allowed under the HSGP consisting of 21 equipment categories. The AEL can be found at <https://www.fema.gov/authorized-equipment-list>.

3.9 Accounting Requirements. Subrecipient shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Subrecipient shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Agreement and federal requirements.



3.10 Financial Management and System of Internal Controls. As prescribed at 2 C.F.R. § 200.303, Subrecipient must:

- i. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that it is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
- ii. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- iii. Evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of Federal awards.
- iv. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- v. Take reasonable measures to safeguard protected personally identifiable information and other information DHS, FEMA, IEMA or the County designate as sensitive or Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

3.11 Audit Requirements.

(a) If Subrecipient expends \$750,000 or more in Federal awards (from all sources including pass-through subawards) during a fiscal year, Subrecipient shall arrange for a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subpart F. Such audit must be submitted to DHSEM no later than nine (9) months after the end of the Subrecipient's fiscal year.

(b) If Subrecipient expends less than \$750,000 in Federal awards during its fiscal year and is not subject to the audit requirements in subsection (a), Subrecipient must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Subrecipient expends between \$500,000 and \$749,999 in Federal and State awards combined, Subrecipient must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Subrecipient shall submit these financial statement audit reports to DHSEM either within,

- i. 30 calendar days after receipt of the auditor's report(s) or
- ii. 180 calendar days after the end of the audit period, whichever is earlier.

3.12 Project or Budget Revisions. The Subrecipient shall only use the funds provided under this Agreement for the itemized expenditures identified in the Project's Scope/Budget Detail Worksheet (Exhibit B) and shall not spend more than the specified amount for each such itemized expenditure. The Subrecipient may request, in writing, approval from DHSEM to modify the expenditures itemized or the



amounts specified in any Scope/Budget Detail Worksheet. Any request for project or budget revisions must be submitted for review and approval to the County using the Program Project Modification Request Form (Exhibit E). This request shall be submitted in the form and manner specified by the DHSEM. The Subrecipient must obtain DHSEM's written approval prior to making an expenditure that is not in compliance with a Scope/Budget Detail Worksheet.

3.13 Project Completion. Subrecipient shall complete the Project ("Project Completion"), which includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Expiration Date of this Agreement ("Project Completion Deadline"). The Subrecipient shall pay out the funds, submit to DHSEM a final report and documentation of expenditures made, and submit to DHSEM all requests for payment no later than forty-five (45) days after the Project Completion Deadline. DHSEM has the discretion, and reserves the right, to not reimburse the Subrecipient for an expenditure that does not comply with all the requirements established in this paragraph.

3.14 Close Out Financial Report. Subrecipient must submit to DHSEM a final close-out financial report and narrative using the format provided in Exhibit K by **July 17, 2020**.

3.15 Record Keeping. Subrecipient shall (1) maintain records for equipment, non-expendable personal property, and real property and (2) as often as deemed necessary by DHS, FEMA, IEMA, County or any of their duly authorized representatives, permit DHS, FEMA, IEMA, Auditor General, Attorney General or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement. This provision requires, at a minimum, that Subrecipient shall:

- i. Cooperate with any compliance review or complaint investigation conducted by the DHS, FEMA, IEMA or the County,
- ii. Maintain appropriate backup documentation, and
- iii. Comply with all other special reporting, data collection and evaluation requirements as may be required by DHS, FEMA, IEMA or the County.

Subrecipient acknowledges the funds provided by this Agreement are federal pass-through funds that must be accounted for in the jurisdiction's single audit, if required, pursuant to the Uniform Guidance.

3.16 Remedies for Noncompliance.

(a) Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 3.4, above, the Federal Awarding Agency, IEMA or the County shall have the right to take one or more of the actions set forth in 2 C.F.R. § 200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the



Subaward shall not be considered allowable under the Subaward unless allowed under 2 C.F.R. § 200.342. Subrecipient shall be liable to the Federal Awarding Agency, IEMA or the County for any Subaward funds used by Subrecipient in violation of any Requirements, and Subrecipient shall indemnify and hold harmless the County for any sums the Federal Awarding Agency or IEMA determines Subrecipient used in violation of such Requirements.

(b) Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal Awarding Agency, IEMA or the County in accordance with the provisions set forth in 2 C.F.R. § 200.341.

3.17 Termination. Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by DHS, IEMA or the County as set forth in 2 C.F.R. § 200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 C.F.R. § 200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Subaward shall survive and continue in full force and effect with respect to any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

## **ARTICLE IV PAYMENT**

4.1 Basis of Payment. The Subrecipient will be reimbursed on a cost reimbursement basis for allowable Project costs incurred and paid directly by the Subrecipient pursuant to the Scope/Budget Detail Worksheet (Exhibit B). The Subrecipient must submit reimbursement request forms to DHSEM for each reimbursement request as detailed below in 4.2.

4.2 Method of Payment.

(a) Subrecipient will submit requests for reimbursement identifying the payment due for the Project costs incurred and paid directly by the Subrecipient in such detail and supported by such documents as the County may require using the Reimbursement Request Form (Exhibit G), including Original Invoices and Proof of Payment (*See*, Exhibit H for examples) and the Equipment Inventory Form (Exhibit I) if necessary. If the subrecipient paid for their Projects costs using checks, then a copy of the cancelled check(s) – front and back (showing bank stamp) – should be submitted. If a credit card was used, then card receipt along with the credit card statement should be submitted. If a bank transfer is used, then the journal entry from the agencies accounting system should be submitted. The requests for reimbursement and supporting documents should be sent via email to [DHSEM.Finance@cookcountyl.gov](mailto:DHSEM.Finance@cookcountyl.gov).

(b) The County will reject any reimbursement requests that include costs that were incurred or paid by any party other than the Subrecipient. The County will use reasonable efforts to respond to the Subrecipient's request for reimbursement within 30 calendar days after submission by either (i) processing



the payment or (ii) notifying the Subrecipient of the way in which the request is deficient and the adjustments the Subrecipient must make to receive payment. Within 15 days after receiving such notification from the County, and after completing such adjustment(s), the Subrecipient may resubmit a revised request for reimbursement form and the County thereafter will use reasonable efforts to respond to the Subrecipient's request within 15 days.

4.3 Waiver of Payment. The Subrecipient waives all rights to payment if the request for reimbursement is submitted after the termination or completion of this Agreement. Costs incurred by the Subrecipient after the Expiration Date or after earlier termination of this Agreement will not be paid by the County.

4.4. Allowable Costs. All costs allowed by the Federal Awarding Agency, IEMA and/or DHSEM are not considered final and may be disallowed upon the completion of audits ordered or performed by the County or the appropriate federal agency. In the event of a disallowance, the Subrecipient will refund the amount disallowed to the County.

4.5 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The County may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the County by the Federal funding source or (ii) the County determines that funds will not or may not be available for payment. The County shall provide notice, in writing, to Subrecipient of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.6 Certification. Pursuant to 2 C.F.R. § 200.415, each invoice and report submitted by Subrecipient must contain the following certification by an official authorized to legally bind the Subrecipient:

By signing this report/payment request, I certify to the best of my knowledge and belief that the report/payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

4.7 Overpayment. If DHSEM or a subrecipient determines there has been an overpayment of federal preparedness funds, duplicate payment, or any other instance in which the subrecipient has received funds that are not associated with an authorized expenditure, this amount must be returned to DHSEM. Any interest earned on the overpayment in excess of the maximum that may be retained shall be remitted to the DHSEM according to federal rules and regulations.



## ARTICLE V REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

Legal Authority. Subrecipient's execution of this Agreement is authorized by a resolution, ordinance or other evidence of legal authority from the Subrecipient's governing body. The signature of the individual signing on the Subrecipient's behalf has been made with complete and full authority to commit the Subrecipient to all the terms and conditions of this Agreement. Subrecipient must provide evidence of signature authority and the Subrecipient Signature Authorization Form (Exhibit F) to the County with the executed Agreement.

No Misstatements. No document furnished or to be furnished by Subrecipient to the County in connection with this Agreement, any reimbursement request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

Eligibility to Receive Federal Funds. By executing this Agreement, Subrecipient represents and warrants it is eligible to receive federal funds, and specifically certifies as follows:

- (a) Subrecipient is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented by the DOJ at 2 CFR Part 2867.
- (b) Subrecipient complies with 31 U.S.C. § 1352, *Limitation on Use of Appropriated Funds to Influence Federal Contracting and Financial Transactions*, as implemented by the DOJ at 28 CFR Part 69.
- (c) Subrecipient complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 701 *et seq.*, and will continue to provide a drug-free workplace as required under that Act and implementing regulations. *See*, 2 CFR Part 182, Subpart B.
- (d) Subrecipient is not delinquent in the repayment of any federal debt, including without limitation, delinquent audit disallowances, loans, taxes, and any outstanding debts with the Treasury.

Subrecipient acknowledges that the foregoing representations, warranties and certifications of eligibility to receive federal funds are material terms of the Agreement.



## ARTICLE VI REQUIRED CERTIFICATIONS AND ASSURANCES

Subrecipient shall be responsible for compliance with the certifications and assurances enumerated in any of the Requirements to the extent that same apply to Subrecipient including without limitation the following:

- a. No Pending Application(s) Disclosure. Subrecipient has no pending request(s) for funding to support the same project being funded under this Agreement and that seeks to cover the identical cost items outlined in the Project's Scope/Budget Detail Worksheet. If Subrecipient cannot so certify, it shall complete, execute and submit a *Disclosure of Pending Applications* form (Exhibit J) upon execution of this Agreement.
- b. Debarment. Subrecipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.
- c. Criminal Convictions. Subrecipient certifies that neither it nor any managerial agent of Subrecipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or that at least five (5) years have passed since the date of the conviction.
- d. Federal Funding Accountability and Transparency Act of 2006. Subrecipient certifies that it is in compliance with the terms and requirements of 31 U.S.C. § 6101.
- e. Lobbying and Political Activities. Subrecipient certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal Contract, the making of any federal grant, the making federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress relating to this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. See, <https://ojp.gov/funding/Apply/Resources/Disclosure.pdf>



- iii. The undersigned shall require that the language of the foregoing two subsections be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- f. Hatch Act. Subrecipient certifies it will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- g. Privacy and Personally Identifiable Information. Subrecipient agrees to comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of Subaward approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. § 22.23. See, <https://ojp.gov/ovc/pubs/victimswithdisabilities/pdf/PrivacyCertificate.pdf>.

## **ARTICLE VII CIVIL RIGHTS COMPLIANCE**

Subrecipient will comply, as applicable, with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulations for this statute are codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*, which prohibits discrimination on the basis of gender in educational programs and activities. The DHS regulations for this statute are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- c) The Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. The implementing regulation for this statute is codified at 28 C.F.R. Part 35.
- d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. The FEMA regulation for this statute is codified at 44 C.F.R. Part 7, Subpart E.



e) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulation for this statute is codified at 6 C.F.R. Part 15.

f) The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.

## **ARTICLE VIII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

8.1 Records Retention. Subrecipient shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the Subaward, adequate to comply with 2 C.F.R. § 200.333, unless a different retention period is specified in 2 C.F.R. § 200.333. If any litigation, claim or audit related to the purchases contemplated herein is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

8.2 Accessibility of Records. Subrecipient, in compliance with 2 C.F.R. § 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized County representatives, the County's Inspector General, Federal authorities, any person identified in 2 C.F.R. § 200.336, and any other person as may be authorized by the County (including auditors) or by the City of Chicago. Subrecipient shall cooperate fully in any such audit or inquiry.

8.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VIII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

8.4 Monitoring and Access to Information. Subrecipient must monitor its activities to assure compliance with applicable Requirements and to assure its performance expectations are being achieved. County shall monitor the activities of Subrecipient to assure compliance with all requirements and performance expectations of the award. An annual monitoring visit is expected and will be scheduled with a 30-day notification. Subrecipient shall timely submit all financial and performance reports, and shall supply, upon the County's request, documents and information relevant to the Subaward. The County may make site visits as warranted by program needs. *See*, 2 C.F.R. § 200.328 and § 200.331.



## **ARTICLE IX EQUIPMENT OR PROPERTY REQUIREMENTS**

9.1 Equipment and Procurement. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 C.F.R. § 200.313. For the purposes of this Article t, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000 but acquired under the "Equipment" category of the Grant must also be listed on the Equipment Listing

9.2 Use. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

9.3 Availability for Like Programs. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency. In addition, in accordance with applicable DHS, FEMA, IEMA and Cook County policies and requirements, Subrecipient shall make the Equipment and supplies available to other authorized entities, including call out for mutual aid and interagency regional emergency responses.

9.4 Prohibition against Disposition/Encumbrance. Subrecipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Term without prior approval of the County. Any real property acquired using Grant Funds must comply with the requirements of 2 C.F.R. § 200.311.

9.5. Equipment Listing. Subrecipient must maintain a list of each piece of Equipment acquired with its Subaward. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Equipment Listing within ten (10) business days and the updated list shall immediately be forwarded to DHSEM. Equipment records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) DHSEM asset tag number, and (k) any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the Subrecipient in accordance with 2 C.F.R. § 200.313 (d) (1).

9.6 Identification Decal. All Equipment obtained under this Agreement must have an appropriate identification decal and asset tag (provided by DHSEM) affixed to it and, when practical, must be affixed where it is readily visible.

9.7 Inventory. A physical inventory of the Equipment must be taken by the Subrecipient and the



results reconciled with the Equipment Listing at least once every two years or prior to any site visit by Federal or County auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Listing to DHSEM, in the frequency as above.

9.8. Transfer of Equipment. County shall have the right to require that Subrecipient transfer to County any equipment, including title thereto, purchased in whole with Subaward funds, if County determines that Subrecipient has not met the conditions of 2 C.F.R. § 200.439(a). County shall notify Subrecipient in writing should County require the transfer of such equipment. Upon such notification by County, and upon receipt or delivery of such equipment to County, Subrecipient will be deemed to have transferred the equipment to County as if Subrecipient had executed a bill of sale therefor.

## **ARTICLE X INSURANCE**

10.1 Insurance coverage. As required by 2 C.F.R. § 310, Subrecipient must, at a minimum, provide insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

10.2. Claims. If a claim is submitted for losses related to real or personal property, or both, purchased in whole with funds from this Agreement, any recovered monies shall be surrendered to County.

## **ARTICLE XI INDEMNIFICATION; LIABILITY**

11.1 Indemnification. Subrecipient agrees to indemnify and hold harmless the County and its Commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the Subrecipient's performance or nonperformance of this Agreement, or the acts or omissions of the Subrecipient's officers, agents, employees, contractors, subcontractors, licensees or invitees. Subrecipient expressly understands and agrees that any performance bond or insurance protection required of the Subrecipient, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

11.2 Liability. The County assumes no liability for actions of the Subrecipient under this Agreement, including, but not limited to, the negligent acts and omissions of the Subrecipient's agents, employees, and subcontractors in their performance of the Subrecipient's duties as described under this Agreement. In addition, the County makes no representations, or warranties, express or implied, as to fitness for use, condition of, or suitability of any equipment purchased pursuant to this Agreement, except as those representations are made by the manufacturer of said equipment. As to the nature and condition of said equipment, in the use of said equipment, the Subrecipient agrees to hold County harmless for any defects



or misapplications. To the extent allowed by law, the Subrecipient agrees to hold harmless County against any and all liability, loss, damage, costs, or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the Agreement by the Subrecipient, with the exception of acts performed in conformance with an explicit, written directive of the County or DHSEM.

## **ARTICLE XII NOTICE**

12.1 The individuals identified in this section shall be authorized to act as the liaisons of the County and the Subrecipient, respectively, with respect to this Agreement:

**Notices to the County/DHSEM shall be addressed to:**

Ellen O'Connor, Grant Coordinator  
Cook County Department of Homeland Security and Emergency Management  
69 West Washington Street, Suite 2600  
Chicago, Illinois 60602  
[ellen.oconnor@cookcountyil.gov](mailto:ellen.oconnor@cookcountyil.gov)

**Notices to Subrecipient shall be addressed to:**

Marc Loftus, Deputy Chief of Police  
Village of Burr Ridge  
7660 County Line Rd  
Burr Ridge, IL 60527  
[mloftus@burr-ridge.gov](mailto:mloftus@burr-ridge.gov)

12.2 The Subrecipient must notify the County of any significant change in the Subrecipient's organizational structure. Significant changes include, but are not limited to, changes in:

- i. The official(s) to whom notice regarding the Agreement is provided and their mailing address; and
- ii. The Subrecipient's leadership, key staff and/or the Subrecipient's program sites, including the Chief or executive director, site director, fiscal director; name, ownership, Federal employer identification number (FEIN), DUNS number or taxpayer certification; legal status (including not-for-profit status); site address or agency official address or telephone numbers; and the location or storage site of any Equipment purchased through this Agreement.

Such communication must be directed within ten (10) calendar days of such occurrence (or, in the case of changes in legal status (including not-for-profit status), address, name, ownership, FEIN or taxpayer certification, forty-five (45) days in advance) to the County. No promise or undertaking made in this Agreement is an assurance that the County agrees to continue this Agreement should the Subrecipient



reorganize, change owners, or otherwise substantially change the character of the Subrecipient's structure, function, or purpose.

### **ARTICLE XIII MISCELLANEOUS**

13.1 Assignment Prohibited. Subrecipient acknowledges that this Agreement (including Subrecipient's right to receive payments hereunder) may not be sold, assigned, or transferred in any manner by Subrecipient. Any actual or attempted sale, assignment, or transfer by Subrecipient without the prior written approval of the County shall render this Agreement null, void and of no further effect.

13.2 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

13.3 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

13.4 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

13.5 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. The County does not waive sovereign immunity by entering into this Agreement.

13.6 Compliance with Law. This Agreement and Subrecipient's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations and Cook

13.7 Compliance with Freedom of Information Act. Upon request, Subrecipient shall make available to the County all documents in its possession that the County deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

13.8 Office of the Independent Inspector General. Subrecipient agrees it will abide by all provisions of the Cook County Code of Ordinances pertaining to the authority of the Office of the Independent Inspector General and acknowledges it is unlawful for any person subject to the jurisdiction of said office to refuse to cooperate with the Independent Inspector General.

13.9 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

13.10 Attachments. This Agreement has the following attachments which are incorporated into this



Agreement as if set out:

|            |   |
|------------|---|
| Exhibit A: | 2017 UASI Grant Agreement                             |
| Exhibit B: | Scope of Services and Budget Detail Worksheet         |
| Exhibit C: | NIMS – Sample Resource Typing Form and Guidance       |
| Exhibit D: | Sample of Authorized Equipment List with Hyperlink    |
| Exhibit E: | Program/Project Modification Request Form             |
| Exhibit F: | Subrecipient Signature Authorization Form             |
| Exhibit G: | Reimbursement Request Form                            |
| Exhibit H: | Sample of Proof of Payment & Copy of Original Invoice |
| Exhibit I: | Equipment Inventory Form                              |
| Exhibit J: | Disclosure of Pending Applications Form               |
| Exhibit K: | Final Close-Out Financial Report                      |

In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

13.11 Entire Agreement. Subrecipient and County acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Subrecipient or County.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.



**IN WITNESS WHEREOF**, this Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

**ON BEHALF OF COOK COUNTY:**

\_\_\_\_\_  
William M. Barnes Jr., Executive Director  
Department of Homeland Security and Emergency Management

Date: \_\_\_\_\_

**ON BEHALF OF THE VILLAGE OF BURR RIDGE, ILLINOIS :**

\_\_\_\_\_  
J. Douglas Pollock, Village Administrator

Date: \_\_\_\_\_



**EXHIBIT A**  
**2017 UASI GRANT AGREEMENT**





**INTERGOVERNMENTAL GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY  
AND  
Cook County, DHSEM**

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and Cook County, DHSEM (Grantee), with its principal office at 69 West Washington Street, Suite 2600, Chicago, Illinois 60602-3178 hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS  
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

- 1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 963219725 is Grantee's correct DUNS number, that 36-6006541 is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.
- 1.2. Amount of Agreement. Grant Funds shall not exceed \$20,361,280.17. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
- 1.3. Identification Numbers. The Federal Award Identification number is EMW-2017-SS-00051-501. The Catalogue of Federal Domestic Assistance Number (CFDA) is 97.067. The Catalog of State Financial Assistance (CSFA) Number is 588-00-0455.
- 1.4. Term. This Agreement shall be effective on October 1, 2017, and shall expire on August 31, 2020, unless terminated pursuant to this Agreement.
- 1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.



1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Illinois Emergency Management Agency**

By: Jennifer Ricker  
Jennifer Ricker, Interim Director

Date: 1/4/18

By: Jennifer Johnson  
Jennifer Johnson, Chief Legal Counsel

Date: 1/2/18

By: Brett Cox  
Brett Cox, Chief Fiscal Officer

Date: 1/4/18

**Cook County, DHSEM**

By: William Barnes  
William Barnes, Executive Director

Date: 12/21/17

By: \_\_\_\_\_  
Signature of Designee

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_



**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is a governmental entity.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 III. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:



"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.



"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.



**ARTICLE IV  
PAYMENT**

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All



interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

## ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.



**ARTICLE VI  
BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII  
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.



(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) Source Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit G of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.



- (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
- (iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## **ARTICLE VIII REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the



debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.



(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

#### **ARTICLE IX CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.



**ARTICLE X  
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI  
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007



generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.



**ARTICLE XIII  
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such,



without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

#### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

#### ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted



to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3. Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.5. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

#### ARTICLE XVI TERMINATION; SUSPENSION

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and



the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

- i. Grantor expressly authorizes them in the notice of suspension or termination; and
- ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII  
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.



**ARTICLE XVIII  
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX  
REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX  
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.



**ARTICLE XXI  
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.



**ARTICLE XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV  
INSURANCE**

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV  
LAWSUITS**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.



**ARTICLE XXVI  
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.



26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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**EXHIBIT A**

**PROJECT DESCRIPTION**

The Grantor has been awarded funds from the Federal Emergency Management Agency (FEMA) under the FFY 2017 Homeland Security Grant Program (HSGP). The purpose of the FFY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The Grantee will utilize the HSGP grant funds in accordance with this purpose as outlined within the Grantee's approved FFY 2017 Attachment A.



**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Deliverables are directly related to the successful completion of the expenditures and projects listed in the approved Budget Detail Worksheet and Project Implementation Worksheet.

The Budget Detail Worksheet in Attachment A outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that specifically listed in the Budget Detail Worksheet. If the Grantee has included personnel expenses in its Budget Detail Worksheet, the Grantee is prohibited from incurring any costs for such personnel expenses until the Grantor provides written approval to the Grantee that DHS FEMA GPD has waived grant limitations on personnel costs.

The Project Implementation Worksheet in Attachment A provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific outcomes and sequential milestones that will be accomplished by the Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goals of the project.



**EXHIBIT C**

**PAYMENT**

The Grantee's total compensation and reimbursement shall not exceed the sum of \$\$20,361,280.17.

The Grantee must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to the Grantor's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to the Grantor in accordance with the Grantor's policy and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantor will not reimburse the Grantee for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance herein. The Grantee shall maintain appropriate records of actual costs incurred and submit expenditure information to the Grantor.



**EXHIBIT D**  
**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: Ashley Fleck  
Title: Program Manager  
Address: 2200 South Dirksen Parkway Springfield,  
Springfield, Illinois 62703  
Phone: 217/557-4758  
E-mail Address: [Ashley.Fleck@illinois.gov](mailto:Ashley.Fleck@illinois.gov)

**GRANTEE CONTACT**

Name: Monique Caston  
Title: Grant Coordinator  
Address: 69 West Washington Street, Suite 2600  
Chicago, Illinois 60602-3178  
Phone: 312/603/8186  
E-mail Address: [Monique.Caston@cookcountyil.gov](mailto:Monique.Caston@cookcountyil.gov)  
Additional Information: \_\_\_\_\_



**EXHIBIT E**

**PERFORMANCE MEASURES**

The Grantee shall provide a quarterly update of the Project Implementation Worksheet in Attachment A to IEMA within fifteen (15) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the Agreement.

The Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Agreement.

The Grantee also must submit a final After Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).



**EXHIBIT F**  
**PERFORMANCE STANDARDS**

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.



**EXHIBIT G**  
**SPECIFIC CONDITIONS**

**NONE.**



**PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

**NONE.**



### PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity and the requirements set forth therein. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement.
2. All sub-awards issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA.
3. The Grantee is required to maintain adoption and implementation of the National Incident Management System.
4. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
5. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements. The Grantee shall return to the Grantor all grant funds that are not expended or that are received from the Grantor in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to the Grantor within 45 days, if applicable. The Grantor may recapture those funds in accordance with state and federal laws and regulations. The Grantee's failure to comply with any one of the terms of this Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.
6. The Grantee agrees that funds under this award will be used to supplement, but not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
7. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.



8. The Grantee acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a Grantor or Grantee purchases ownership with federal support. The Grantee shall affix the applicable copyright notice of 17 USC 401 or 402. The Grantee is subject to requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards. The Grantee agrees to consult with DHS FEMA GPD, through IEMA, regarding the allocation of any patent and intellectual property rights that arise from, or are purchased with, this funding. All publications created through this Agreement shall prominently contain the following statement: *"This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security, or the State of Illinois."*
9. The Grantee shall acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
10. Title to equipment acquired by the Grantee with federal funds vests with the Grantee. "Equipment" means tangible, nonexpendable property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The Grantee shall use, manage, and dispose of equipment acquired under this Agreement in accordance with federal and state laws, procedures, and policies. All equipment purchased with funding received through this Agreement shall be used for the entire useful life of the equipment in accordance with the purpose stated in Attachment A. Any variation to the intended use of the equipment outlined in this agreement by the Grantee must be approved in writing by the Grantor.
11. If the Grantee collects PII, the Grantee is required to have a publicly-available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
12. The Grantee must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest, or reproduction of flags or likenesses of DHS agency or Coast Guard officials.
13. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.



**EXHIBIT B**  
**SCOPE OF SERVICES AND BUDGET DETAIL WORKSHEET**





## Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient - Scope of Services & Budget Detail Worksheet

Grantee Organization: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

Program Category: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

Scope of Services: \_\_\_\_\_

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**Budget Detail:**

| Operating Expenses                                 | Award Amount |
|--|--------------|
| Training   | \$           |
| Consumable Expenses (Training)                     | \$           |
| Exercise   | \$           |
| Personal Protection Equipment (PPE)                | \$           |
| Equipment Less Than \$5,000                        | \$           |
| Supplies   | \$           |
| <i>Other, please specify:</i>                      | \$           |
| <b>Sub-Total</b>                                   | \$           |
| <b>Capital Equipment (Asset More Than \$5,000)</b> |              |
| Computer Equipment                                 | \$           |
| Infrastructure Upgrades                            | \$           |
| Security Upgrades                                  | \$           |
| Other Equipment                                    | \$           |
| <i>Other, please specify:</i>                      | \$           |
| <b>Sub-Total</b>                                   | \$           |
| <b>TOTAL AWARDED</b>                               | \$           |

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**TO BE COMPLETED BY DHSEM**

Sub-Recipient DUNS Number: \_\_\_\_\_

DHSEM Staff Name (Print): \_\_\_\_\_

DHSEM Staff Signature: \_\_\_\_\_



**EXHIBIT C**  
**NIMS – SAMPLE RESOURCE TYPING FORM**



**EXHIBIT C**

### Grant-Funded Typed Resource Report

**Tool Instructions:**

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

[illegible]



**EXHIBIT D**  
**SAMPLE FEMA - AUTHORIZED EQUIPMENT LIST (Use Hyperlink)**



**EXHIBIT D****Cook County Department of Homeland Security and Emergency Management  
(SAMPLE) FEMA Authorized Equipment List (Partial Listing - Use Hyperlink)**<https://www.fema.gov/authorized-equipment-list>

| <b>AEL #</b> | <b>Title</b>   |              |  |
|--------------|--|--------------|--|
| 01WF-01-COLD | Outerwear, Cold Weather, Wildland Fire Fighting Protective | 04HW-02-BARC | Equipment, Bar Code Reading and Printing                 |
| 02EX-00-EXTR | Materials, Energetic, Bomb Squad Training                  | 04HW-02-RFID | Devices, Radio Frequency Identification                  |
| 03OE-01-VSTO | Vests, Operational   | 04MD-01-VCAM | Camera, Video  |
| 03OE-02-FIBR | Systems, Fiber Optic                                       | 04MD-02-PROJ | Projector, Video   |
| 03OE-03-DAMS | Devices, Containment/Diversion                             | 04MD-03-DISP | Display, Video   |
| 03OE-03-LOTO | System, Lock Out/Tag Out                                   | 04SN-01-PTMS | Station, Portable Meteorological                         |
| 03OE-04-BALA | Balaclava, Fire Resistant                                  | 04SN-01-XMIT | Transmission Device, Wireless, Remote Sensor             |
| 03OE-07-ROBT | Robots   | 04SW-04-NETW | Software, Network  |
| 03OE-07-ROVL | Vehicles, Remotely Operated, Land                          | 04SW-05-SCAD | System, SCADA (Supervisory Control and Data Acquisition) |
| 03OE-07-SUAS | System, Small Unmanned Aircraft                            | 05AU-00-BIOM | Device, Biometric User Authentication                    |
| 03OE-07-UMVS | System, Unmanned Maritime Vehicle                          | 05AU-00-TOKN | System, Remote Authentication                            |
| 04AP-01-CADS | System, Dispatch, Computer Aided                           | 05EN-00-ECRP | Software, Encryption                                     |
| 04AP-02-AVLS | Systems, Automatic Vehicle Locating (AVL)                  | 05EN-00-ETRN | Encryption, Data Transmission                            |
| 04AP-02-DGPS | Device, Global Positioning System (GPS)                    | 05HS-00-FRNS | Software, Forensic                                       |
| 04AP-02-OAPT | System, Operations Area Personnel Tracking                 | 05HS-00-MALW | Software, Malware Protection                             |
| 04AP-03-GISD | Data, Geospatial   | 05HS-00-PFWL | System, Personal Firewall                                |
| 04AP-03-GISS | System, Geospatial Information (GIS)                       | 05NP-00-FWAL | Firewall, Network  |
| 04AP-04-RISK | Software, Risk Management                                  | 05NP-00-IDPS | System, Intrusion Detection/Prevention                   |
| 04AP-05-CDSS | Systems and Tools, ICS                                     | 05NP-00-SCAN | Tools, Vulnerability Scanning                            |
| 04AP-05-CRED | System, Credentialing                                      | 05NP-00-SEIM | System, Security Event/Incident Management               |
| 04AP-05-SVIS | Software, Operational Space Visualization                  | 05PM-00-PTCH | System, Patch/Configuration Management                   |
| 04AP-06-CBRN | Software, CBRNE/Commercial Chemical/Hazard                 | 06CC-01-CELL | Communications and Computing Device, Handheld            |
| 04AP-06-PMOD | Software, Plume Modeling                                   | 06CC-02-2WAY | Device, Messaging, 2-Way Text                            |
| 04AP-06-TRAF | Software, Traffic Modeling                                 | 06CC-02-DSAD | Device, Data Service Access                              |
| 04AP-07-INVN | Software, Equipment Tracking and Inventory                 | 06CC-02-PAGE | Services/Systems, Paging                                 |
| 04AP-08-SIMS | Simulators   | 06CC-03-SATB | Phone, Satellite Base                                    |
| 04AP-09-ALRT | Systems, Public Notification and Warning                   | 07ED-04-LASR | Detector, Explosive, Laser-Based, Standoff               |
| 04AP-10-GNAI | System, Artificial Intelligence                            | 10PE-01-PCHG | Chargers, Phone and Radio                                |
| 04HW-01-INHW | Hardware, Computer, Integrated                             | 10PE-01-WCHG | Chargers, Power Chair                                    |
| 04HW-01-MOBL | Computer, Mobile Data                                      | 11RE-00-RFCB | References, CBRNE  |
| 11RE-00-RFDB | Databases, Reference                                       | 19AF-01-FEED | Equipment and Supplies, Feeding Support                  |
| 11RE-00-RFEX | References, Field Expedient                                | 19AF-01-HYGN | Equipment and Supplies, Personal Hygiene                 |



| <b>AEL #</b> | <b>Title</b>   |              |   |
|--------------|--|--------------|---|
| 11RE-00-RFNC | Reference Materials, Non-CBRNE                                   | 19AF-01-MOB  | Equipment, Mobility Support   |
| 12TR-00-H2OT | Trailer, Water/Source  | 19AF-02-BACC | Bedding and Accessories, Service Animal                               |
| 12TR-00-MOVR | Mover, Prime, for Equipment/Water Trailers                       | 19AF-02-RELF | Relieving Stations, Service Animal                                    |
| 12TR-00-TEQP | Trailer, Equipment   | 19FD-01-IRAT | Rations, Initial Deployment   |
| 12VE-00-ABUS | Vehicle, Mass Casualty Transport                                 | 19FD-01-URAT | Rations, Unit-Feeding   |
| 12VE-00-CMDV | Vehicle, Command, Mobile   | 19FD-01-WATR | Water, Potable, Packaged  |
| 12VE-00-MISS | Vehicle, Specialized Mission                                     | 19GN-00-BGPK | Bags / Packs  |
| 12VE-00-SPEC | Vehicle, Specialized Emergency Management                        | 19GN-00-COMP | Compressors and Systems, Breathing Air                                |
| 13IT-00-INTL | Systems, Intelligence Sharing                                    | 19GN-00-FANE | Fan, Intrinsically Safe, Exhaust                                      |
| 14CI-00-COOP | System, Information Technology Contingency Operations            | 19GN-00-FANV | Fan, Cooling/Heating/Ventilation                                      |
| 14EX-00-BCAN | Receptacles, Trash, Blast-Resistant                              | 19GN-00-FUEL | Container, Fuel Storage   |
| 14EX-00-BSIR | Systems, Building, Blast/Shock/Impact Resistant                  | 19GN-00-H2OD | System, Water Distribution  |
| 14SW-01-DOOR | Doors and Gates, Impact Resistant                                | 19GN-00-HSSF | Housing, Subsistence and Sanitation                                   |
| 14SW-01-EXTM | System, Fire Extinguisher Monitoring                             | 19GN-00-OPCK | Overpack  |
| 14SW-01-LITE | Lighting, Area, Fixed  | 19GN-00-RFGR | Refrigerator/Freezer  |
| 14SW-01-PACS | System, Physical Access Control                                  | 19MH-00-BULK | Equipment, Bulk Material Handling                                     |
| 14SW-01-SIDP | Systems, Personnel Identification                                | 19MH-00-CART | Cart, Field   |
| 14SW-01-SIDV | Systems, Vehicle Identification                                  | 19MH-00-CHMS | Containers, Hazardous Material Shipping                               |
| 14SW-01-SNSR | Sensors/Alarms, System and Infrastructure Monitoring, Standalone | 19MH-00-CONT | Containers, Storage   |
| 14SW-01-VIDA | Systems, Video Assessment, Security                              | 19MH-00-CPAC | Carts, Portable Air Cylinder  |
| 14SW-01-WALL | Barriers: Fences; Jersey Walls                                   | 19MH-00-CPGC | Carts, Portable Compressed Gas Cylinder                               |
| 14SW-02-RADR | Systems, Radar   | 19SS-00-SHEL | Systems, Shelter, Rapid Deployment                                    |
| 14SW-02-SONR | Systems, Sonar   | 19SS-00-SHEN | System, Environmental Control   |
| 14SW-02-VBAR | Barriers, Vessel   | 19SS-00-SHEP | System, Collective Protective   |
| 16AC-01-ACRS | Equipment and Supplies, Small Animal Capture and Restraint       | 20CS-01-AFIS | Equipment, Fingerprint Processing and Identification                  |
| 16AD-03-RFID | Radio Frequency Information Devices                              | 20CS-02-EVID | Systems and Equipment, Evidence Collection                            |
| 16AD-03-TAGS | Tags and markers   | 20CS-02-SUPP | Equipment and Supplies, Crime Scene Processing                        |
| 17WC-00-BOAT | Watercraft, CBRNE Prevention and Response                        | 20CS-02-UVLT | Equipment, Alternate Light Source Detection                           |
| 18AC-00-ACFT | Aircraft, CBRNE  | 20TE-00-NTRY | Equipment, Tactical Entry   |
| 18AC-00-ACMC | Equipment/Kits, Aircraft Mass Casualty Conversion                | 21GN-00-CCEQ | Equipment, Citizen Corps  |
| 18AC-00-ACUP | Equipment and Upgrades, Aircraft, CBRNE                          | 21GN-00-CNST | Consulting Services in Support of Equipment Acquisition               |
| 19AF-01-CHLD | Equipment and Supplies, Infants and Children                     | 21GN-00-INST | Installation  |
| 19AF-01-COMM | Equipment, Communications and Sensory Support                    | 21GN-00-LEAS | Leasing of Space for Equipment Storage                                |
| 21GN-00-SHIP | Shipping   | 21GN-00-MAIH | Maintenance, HDER   |
| 21GN-00-TRNG | Training   | 21GN-00-MAIN | Maintenance   |
| 21GN-00-XMLP | Programming for XML Compliance                                   | 21GN-00-OCEQ | Equipment & Supplies, Information/Emergency Operations/Fusion Centers |







**EXHIBIT E**  
**PROGRAM/PROJECT MODIFICATION REQUEST FORM**









## Cook County Department of Homeland Security and Emergency Management Sub-Recipient Program/Project Modification Request Form

Sub-Recipient Organization: \_\_\_\_\_

Program Category: \_\_\_\_\_

Request Date: \_\_\_\_\_

Budget Expense Category: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

Type of Modification: \_\_\_\_\_

Scope of Services: \_\_\_\_\_

**Instructions** - Please respond to the questions below. Incomplete forms will not be considered. **Note:** The term of the agreement can only be modified by DHSEM and approved by the State of Illinois (IEMA).

1. Is the modification requested within the original approved category? Please explain.

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2. Will the modification request allow for the project to be completed within the original performance period of the project?

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3. Have the original project objectives for the project been accomplished?

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4. Please list all Authorized Equipment List (AEL) numbers, a brief description of the equipment, per unit cost estimate, and number of units (if applicable). For training costs, list the FEMA approved training course numbers that apply to this modification (if applicable).

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5. Provide a justification for the project modification. What is the modification your organization would like to make and why is the project modification being requested? Please include details.

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Please indicate the proposed associated budget impacts below (if applicable).

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Sub-Recipient Authorized Signatory

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_





**Cook County Department of Homeland Security and Emergency Management  
Sub-Recipient Program/Project Modification Request Form**

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THIS SECTION TO BE COMPLETED BY DHSEM

Grant Coordinator

Director of Finance

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

☐ Approved    ☐ Denied

☐ Approved    ☐ Denied

COMMENTS:

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**EXHIBIT F**  
**SUBRECIPIENT SIGNATURE AUTHORIZATION FORM**





## Cook County Department of Homeland Security and Emergency Management Sub-Recipient Signature Authorization Form

Name of Entity: \_\_\_\_\_

### THIS SECTION TO BE COMPLETED BY DHSEM

Contract # \_\_\_\_\_ FY: \_\_\_\_\_ Fund: \_\_\_\_\_ Project: \_\_\_\_\_

Urban Areas Security Initiative Program (UASI) \_\_\_\_\_

Grant Program and Year \_\_\_\_\_ Grant Start Date \_\_\_\_\_ Grant End Date \_\_\_\_\_ CFDA# \_\_\_\_\_

### THIS SECTION TO BE COMPLETED BY SUB-RECIPIENT

Sub-Recipient Contact Name (Point of Contact) \_\_\_\_\_

Agency FEIN# \_\_\_\_\_

Address \_\_\_\_\_

DUNS # \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Sub-Recipient Contact Phone# \_\_\_\_\_

Sub-Recipient Contact Email \_\_\_\_\_

Sub-Recipient Contact Fax # \_\_\_\_\_

***THIS DOCUMENT IS PART OF THE AGREEMENT BETWEEN DHSEM AND THE SUB-RECIPIENT IDENTIFIED ABOVE.***

The person whose signature is furnished below is hereby authorized to sign reimbursement request forms and other related documents for the UASI Grant program indicated above and funded by DHSEM via a grant award. Upon acceptance of this grant award, the following information is needed to complete your grant sub-agreement and should be emailed to DHSEM as soon as possible to [DHSEM.Finance@cookcountyl.gov](mailto:DHSEM.Finance@cookcountyl.gov).

Signatory Name (Print): \_\_\_\_\_

Signatory Titles (Print): \_\_\_\_\_

Signatory Signature: \_\_\_\_\_

Describe any limitations on the above person's authority here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF THIS APPROVAL: \_\_\_\_\_

This form is to be completed as part of executing a Sub-Recipient agreement identified by the above fund and contract number. Completing this form is one of the conditions necessary to receive funds from Cook County DHSEM. A copy of this form must be on file for all persons with authorization and approved by an individual of higher authority than the person being granted authority.



**EXHIBIT G**  
**REIMBURSEMENT REQUEST FORM**





## EXHIBIT G

## Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient Reimbursement Request Form

Sub-Recipient Organization: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

Project Name: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

Submittal Date: \_\_\_\_\_

Submittal # \_\_\_\_\_

**Instructions** - Please use the space below to provide the amount and a description of the expense you are seeking reimbursement for in the appropriate approved expenditure category shown below. This form must be submitted with the supporting invoice(s) documenting the expense(s) incurred and proof that the expense(s) has been paid by you before the expense is considered for review and approval for reimbursement.

| Expenditure Category   | Total Award Amount | AEL# | Reimbursement Amount Requested | Balance of Award Available | Notes |
|--|--------------------|------|--------------------------------|----------------------------|-------|
| <b>Operating Expense</b>                                       |                    |      |                                |                            |       |
| Training   | \$                 |      | \$                             | \$                         |       |
| Consumable Expenses  | \$                 |      | \$                             | \$                         |       |
| Personal Protection Equipment (PPE)                            | \$                 |      | \$                             | \$                         |       |
| Exercise   | \$                 |      | \$                             | \$                         |       |
| Equipment Less Than \$5,000 per 1 Item                         | \$                 |      | \$                             | \$                         |       |
| Supplies   | \$                 |      | \$                             | \$                         |       |
| Other (please specify)   | \$                 |      | \$                             | \$                         |       |
| Sub-Total  | \$                 |      | \$                             | \$                         |       |
| <b>Capital Expense (Asset Greater Than \$5,000 per 1 Item)</b> |                    |      |                                |                            |       |
| Computer Equipment   | \$                 |      | \$                             | \$                         |       |
| Infrastructure Upgrades  | \$                 |      | \$                             | \$                         |       |
| Security Upgrades  |                    |      |                                |                            |       |
| Other (please specify)   | \$                 |      | \$                             | \$                         |       |
| Sub-Total  | \$                 |      | \$                             | \$                         |       |
| TOTAL  | \$                 |      | \$                             | \$                         |       |

Sub-Recipient Authorized Signatory:

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

DHSEM Reviewer:

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT H**  
**SAMPLE OF PROOF OF PAYMENT & ORIGINAL INVOICE**



## Exhibit H – Proof of Payment

**[Sample Check]**

|   |                         |   |
|---|-------------------------|---|
| <b>Organization Name</b><br>1234 Sample Ave.<br>Anywhere, USA |                         | Must be prior to end<br>of Grant Date <b>1011</b>                         |
| <b>Date</b> _____   |                         |   |
| <b>Name of Vendor</b>   |                         |   |
| Pay to the Order of _____ \$                                  |                         | <div style="border: 1px solid black; padding: 2px;">Same as Invoice</div> |
| Same as Invoice _____ Dollars                                 |                         |   |
| <b>Invoice # and PO # if applicable</b><br>Memo _____         |                         | <b>Authorized Signature(s)</b><br>_____                                   |
| <b>!065201666 !</b><br>↑                                      | <b>87654321 !!</b><br>↑ | <b>1011</b><br>↑  |
| Routing / ABA Number  | Account Number          | Check Serial Number   |



1. If equipment or services are purchased with a check, include the invoice (proof of expense) and obtain a front and back copy of the canceled check image that corresponds with the check number used for payment.
2. Check must be written out to Vendor.
3. Amount requested should match amount paid to vendor.
4. Invoice number should be on the check and/or Purchase Order number.
5. If equipment or services are purchased with a credit card, then print a copy of the bank or credit card statement that shows your proof of payment, include the credit card receipt.
6. Retain proof of all correspondence with the grantor (DHSEM) concerning your payment(s).



**Name of Vendor**  
**Remit To: Address of Vendor**

# INVOICE

Vendor Information Below:

Street Address  
 City, ST ZIP Code  
 Phone Enter phone | Fax Enter fax  
 Email | Website

**INVOICE #** 1959  
**DATE** July 31, 2019

**TO:** Sub-Recipient Name  
 Organization Name  
 Street Address  
 City, ST ZIP Code  
 Phone Enter phone | Email

**FOR** Project or service description  
**P.O. #** If Needed

| Description   | Number of Items | Cost per Item | Total per Item |
|---|-----------------|---------------|----------------|
| <b>Description and serial number for each item.</b> | 3               | \$100         | \$300          |
| Enter description 2                                 |                 |               | Enter amount   |
| Enter description 3                                 |                 |               | Enter amount   |
| Enter description 4                                 |                 |               | Enter amount   |

**This is a sample Invoice from your Vendor.**

**Please have the following information on each invoice:**

Name of Vendor, Address and Remit to Address  
 Organization's Name and Address where items were delivered  
 Invoice Number, Invoice Date  
 Name of Project (if possible) and PO number used (if applicable)  
 Description of Item(s) purchased include serial numbers on invoice (if possible)  
 Number of Items purchased and cost of each individual item with total of all (see above example)  
 Grand Total for the Invoice should match the amount reimbursed

**Please Note:** There should be **NO** Sales Taxes Paid

|              |                           |
|--------------|---------------------------|
| <b>Total</b> | <b>Enter total amount</b> |
|--------------|---------------------------|

Make all checks payable to **Name of Vendor**

**Remit To: Address of Vendor**

Payment is due within 30 days.

If you have any questions concerning this invoice, contact Name | Phone | Email

THANK YOU FOR YOUR BUSINESS!







**EXHIBIT I**  
**EQUIPMENT INVENTORY FORM**





## Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient Equipment Inventory Form

Grantee Organization: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

Program Category: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

**Instructions** - Please complete and submit this form for any capital equipment purchases approved in the grant agreement. Capital equipment is defined as those items whose fair market value is \$5,000 or greater and whose useful life is more than one year. This form must be submitted with the Reimbursement Request Form when reimbursement is being sought.

Purchase Amount: \$ \_\_\_\_\_

Purchase Date: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Model #: \_\_\_\_\_

Serial #: \_\_\_\_\_

AEL #: \_\_\_\_\_

Estimated Useful Life: \_\_\_\_\_

DHSEM Tag # (if applicable): \_\_\_\_\_

Item Description:

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Sub-Recipient Authorized Signatory

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

### TO BE COMPLETED BY DHSEM

#### DHSEM Master Asset List

DHSEM Data Entered By: \_\_\_\_\_

Date Entered: \_\_\_\_\_

#### DHSEM Physical Inspections

DHSEM Inspector

Inspection Date

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**EXHIBIT J**  
**DISCLOSURE OF PENDING APPLICATIONS FORM**





## Cook County Department of Homeland Security and Emergency Management UASI Subrecipient Disclosure of Pending Application Form

Grantee Organization: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

Program Category: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

The Cook County Department of Homeland Security and Emergency Management (DHSEM), as administrator of Federal grants, is responsible for ensuring compliance with federal, state, and local laws and regulations in the performance of grant work with regard to DHSEM Grantees.

Grantees are to disclose whether they have pending or awarded applications for federally funded assistance that include requests for funding to support the same project being proposed under this grant and will cover the identical cost items outlined in their application to DHSEM. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will be sub-awarding federal funds). This information is needed to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

If \_\_\_\_\_ does not have any current or pending applications that was submitted within the last 12 months for federally funded assistance (through federal, state, or local agencies that will be sub-awarding Federal funds) that include requests for funding to support the same project (as mentioned in your Edward Byrne Justice Assistance Grant [JAG] Program grant application), and will cover the identical cost items outlined in the application then, please certify the following statement is true, check the box and fill in your organization's name.

"\_\_\_\_\_ does not have pending applications submitted within the last 12 months for federally funded assistance, which includes requests for funding to support the same project being proposed under the UASI Grant Program, and will cover the identical cost items outlined in the application." ☐ TRUE

If \_\_\_\_\_ does have a current or pending application as described above, please check the most appropriate box below and provide the following information in a separate document using the example outlined below with all pending or awarded applications submitted within the last 12 months. ☐ YES ☐ NO

Grantees that have pending or awarded applications must show:

1. The Federal or State funding agency.
2. The solicitation name/project name.
3. The point of contact information at the applicable funding agency.

### EXAMPLE

| Federal or State Funding Agency | Project Name | Point of Contact at Funding Agency | Application Date |
|---------------------------------|--------------|------------------------------------|------------------|
|                                 |              |                                    |                  |

### Sub-Recipient Authorized Signatory

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT K**  
**FINAL CLOSE-OUT FINANCIAL REPORT**



| 2017 Homeland Security Grant Program - Urban Area Security Initiative<br>Attachment A: Budget Detail Worksheet |                              |           |                                 |                                     |                                      |            |  | TOTAL PROJECT REQUEST                              |                                      | <input type="checkbox"/> x_ New (1st submission)<br><input type="checkbox"/> Updated/corrected<br><input type="checkbox"/> FINAL |                          |
|--|------------------------------|-----------|---------------------------------|-------------------------------------|--------------------------------------|------------|--|--|--------------------------------------|--|--------------------------|
| Subrecipient Name  |                              |           |                                 |                                     |                                      |            |  |  | Date                                 |  |                          |
| Line   | Subrecipient Contract Number | Category  | Description of Product/Services | FTE (# if subject to Personnel Cap) | Subject to Personnel Cap (\$ Amount) | EHP (YorN) |  | Line Item Cost Attributable to Organization (UASI) | Proposed Change to UASI Budget (+/-) | New Budget After Proposed Change (UASI)  | LETPA (UASI) (\$ Amount) |
| 1  |                              | Equipment |                                 | 0                                   | \$ -                                 | N          |  | \$ -   | \$ -                                 | \$ -   | \$ -                     |
| 2  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -   | \$ -                     |
| 3  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -   | \$ -                     |
| 4  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -   | \$ -                     |
| 5  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -   | \$ -                     |
| 6  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -   | \$ -                     |
| 7  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -   | \$ -                     |
| 8  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -   | \$ -                     |
| 9  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -   | \$ -                     |
| 10   |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -   | \$ -                     |
| Project Subtotal   |                              |           |                                 |                                     |                                      |            |  | \$ -   | \$ -                                 | \$ -   | \$ -                     |

| Category Legend           | Notice of Funding Opportunity (NOFO) Information  |
|---------------------------|---|
| Planning                  | <a href="https://www.grants.gov/web/grants/search-grants.html">https://www.grants.gov/web/grants/search-grants.html</a> Click on FY 2017 HSGP NOFO 6 1 17 900 FINAL.pdf |
| Organization              |   |
| Equipment (Provide AEL #) | Law Enforcement Terrorism Prevention Activity (LETPA) Definition  |
| Training                  | See Page 62 of the NOFO   |
| Exercises                 |   |
| M&A                       | Personnel Cap Definition  |
|                           | <a href="http://www.fema.gov/pdf/government/grant/bulletins/info358.pdf">http://www.fema.gov/pdf/government/grant/bulletins/info358.pdf</a>                             |

NOTE: Once the New Budget Total has been approved, you will use that total as your total cost column numbers.

EXHIBIT K - SAMPLE PAGE OF FINAL CLOSEOUT REPORT  
FULL REPORT WILL BE EMAILED TO SUBRECIPIENT



## RESOLUTION NO.

**A RESOLUTION APPROVING A SUBAWARD AGREEMENT BETWEEN THE VILLAGE OF BURR RIDGE AND THE COUNTY OF COOK FOR WATER DISTRIBUTION SECURITY UPGRADES (GRANT CONTRACT #769-2019-10663-20236054b)**

**WHEREAS**, the Village of Burr Ridge ("Village") and the County of Cook acting on behalf of the State of Illinois through the Department of Homeland Security and Emergency Management ("Cook County"), desire to enter into a Subaward Agreement (Exhibit A), pertaining to the award of certain Urban Area Security Initiative funds awarded to the Village to utilize for costs relating to planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events ("Eligible Costs"); and

**WHEREAS**, pursuant to the said Agreement Cook County shall provide an amount not to exceed \$48,000.00 to the Village for said Eligible Costs; and

**WHEREAS**, in order to receive such funds the Village will allocate an amount not greater than \$16,000.00 of non-Federal funds towards the said Eligible Costs; and

**WHEREAS**, the Village Administrator and the Board of Trustees believe and hereby declare that it is in the best interest of the Village and its residents to approve said Agreement and shall allocate the amount not greater than \$16,000.00 of non-Federal funds towards said Eligible Costs to receive said Funds; and

**NOW, THEREFORE, BE IT RESOLVED,**

**ADOPTED** this 8th day of June, 2020, by a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 8th day of June, 2020, by the Mayor of the Village of Burr Ridge.

ATTEST:

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Mayor

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Deputy Village Clerk





**SUBAWARD AGREEMENT  
BETWEEN  
THE COUNTY OF COOK  
AND  
THE VILLAGE OF BURR RIDGE, ILLINOIS**

**THIS SUBAWARD AGREEMENT** ("Agreement") is entered into between the County of Cook ("County"), a body politic and corporate of the State of Illinois, acting through its Department of Homeland Security and Emergency Management ("DHSEM"), and the Village of Burr Ridge, a municipal corporation in the State of Illinois, ("Subrecipient"), by and through its Village Administrator.

**RECITALS**

**WHEREAS**, the U.S. Department of Homeland Security ("DHS" or "Federal Awarding Agency"), through its Grant Programs Directorate ("GPD") administers the Homeland Security Grant Program ("HSGP"), which includes the Urban Area Security Initiative ("UASI") grant program.

**WHEREAS**, DHS awarded the State of Illinois ("State"), through its Illinois Emergency Management Agency ("IEMA"), a 2017 UASI grant, Federal grant # EMS-2017-SS-00051-S01; and

**WHEREAS**, pursuant to Agreement No. 2017UASICOOK ("2017 Grant Agreement"), a copy of which agreement is attached hereto as Exhibit A, IEMA has awarded the County 2017 UASI grant funds in an amount not exceeding \$20,361,280.17 ("2017 Grant") to utilize for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events; and

**WHEREAS**, the County wishes to subaward a portion of the 2017 UASI Grant ("Subaward") to Subrecipient as further detailed in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I  
INCORPORATION OF RECITALS**

The above recitals are incorporated into this Agreement by reference and made a part hereof.



## ARTICLE II SUBRECIPIENT INFORMATION AND CERTIFICATION

2.1. Nature of Entity; FEIN Number; and DUNS Number. Subrecipient certifies the following information is true and accurate:

Subrecipient is ☒ a unit of government, ☐ an institution of higher education, ☐ a nonprofit organization;

Subrecipient's correct FEIN is 36-2517422; and

Subrecipient's correct DUNS number is 178938007.

2.2. Standing and Authority. Subrecipient warrants that:

- (a) Subrecipient has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it regarding this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (b) The execution and delivery of this Agreement, and the other documents to be executed by Subrecipient regarding this Agreement, and the performance by Subrecipient of its obligations hereunder have been duly authorized by all necessary entity action.
- (c) It recognizes this Agreement and all other documents related to this Agreement, including the 2017 Grant Agreement, all applicable Federal laws, regulations, rules, and guidance, constitute the legal, valid and binding obligations of Subrecipient enforceable against Subrecipient in accordance with their respective terms.

2.3 Certification. By executing this Agreement, Subrecipient certifies:

- i. All representations made in this Agreement are true and correct and
- ii. All funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein.

Subrecipient acknowledges its subaward is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all funds awarded to Subrecipient.



### ARTICLE III SUBAWARD TERMS AND CONDITIONS

3.1 Term and Extension. The term of this Agreement shall commence on **September 1, 2019** (“Effective Date”) and shall expire on **July 31, 2020** (“Expiration Date”), unless terminated pursuant to this Agreement. This Agreement may only be extended upon the written agreement of the parties and as permitted by DHS at its sole discretion. In no event shall payments be made for obligations incurred, equipment purchased, or work performed before the Effective Date or after the Expiration Date of this Agreement.

3.2 Purpose of Subaward. The purpose of this Agreement is to provide Subrecipient 2017 UASI Grant funds for the allowable costs of the Subrecipient’s project (“Project”) described in its Scope of Project and Budget Detail Worksheet (“Scope/Budget Detail Worksheet”), attached hereto as Exhibit B.

3.3 Amount of Subaward and Use of Funds; Subrecipient Matching Funds. The Subaward is for an amount not to exceed **\$48,000.00** and shall be used only to implement the Project, Village of Burr Ridge Public Works Department - **Water Distribution Security Upgrades**, in conformance with this Agreement and for no other purpose. Subrecipient agrees to match the amount of the award with non-Federal funds in the amount of **\$16,000.00**.

3.4 Grant Assurances; Other Requirements.

(a) Subrecipient shall comply with all the conditions and limitations set forth in the 2017 UASI Grant Agreement.

(b) In addition to complying with terms and conditions of the 2017 UASI Grant Agreement, Subrecipient shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, County policies and requirements and any conditions imposed by DHS and IEMA (collectively “Requirements”) including but not limited to the following:

- i. Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program  
(<https://www.fema.gov/media-library/assets/documents/131992>)
- ii. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”)   
(<https://www.gpo.gov/fdsys/pkg/C.F.R.-2014-title2-vol1/pdf/C.F.R.-2014-title2-vol1-part200.pdf>)
- iii. The Department of Homeland Security’s Standard Terms and Conditions for Fiscal Year 2017  
(<https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202017%20DHS%2>)



[0Standard%20Terms%20and%20Conditions%20Version%207-1%20Dated%2003-20-17.pdf](#))

- iv. Illinois Emergency Management Agency Federal Grants Policy Manual  
([https://www2.illinois.gov/iema/ITTF/Documents/IEMA\\_Federal\\_Grants\\_Policy\\_Manual.pdf](https://www2.illinois.gov/iema/ITTF/Documents/IEMA_Federal_Grants_Policy_Manual.pdf))

All Requirements applicable to the Subaward are hereby incorporated into this Agreement by reference as if fully set forth herein.

(c) By executing this Agreement, Subrecipient acknowledges and agrees it is assumed to have read, understood, and accepted all Requirements as binding.

3.5 Administrative Requirements. Subrecipient acknowledges and agrees that the County is acting as a "pass-through entity" (as such term is defined in 2 C.F.R. § 200.74) for this Subaward and that the County shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in the Uniform Guidance.

3.6 NIMS Implementation and Reporting. Subrecipients receiving HSGP funding are required to implement the National Incident Management System ("NIMS"). FY 2017 HSGP recipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources. Sample Resource Typing Form can be found in Exhibit C. (The NIMS Training Program and the NIMS Implementation Objectives can be found at <https://www.fema.gov/training-0> and <https://www.fema.gov/implementation-guidance-and-reporting>, respectively. Refer to the DHSEM Grant Guidance Manual for further information.)

3.7 Procurement Requirements. Subrecipient shall follow its own procurement requirements if those requirements comply with all applicable federal and State of Illinois, County and local laws, statutes, regulations, requirements, policies, guides, guidelines and instructions, including the most recent restrictions on the purchase of general purpose equipment and on purchases of specified controlled equipment. *See*, 2 C.F.R. § 200.318

3.8 Equipment List Requirements. Subrecipient may only purchase equipment listed on the DHS Authorized Equipment List (AEL), a list of equipment types allowed under the HSGP consisting of 21 equipment categories. The AEL can be found at <https://www.fema.gov/authorized-equipment-list>.

3.9 Accounting Requirements. Subrecipient shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Subrecipient shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Agreement and federal requirements.



3.10 Financial Management and System of Internal Controls. As prescribed at 2 C.F.R. § 200.303, Subrecipient must:

- i. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that it is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
- ii. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- iii. Evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of Federal awards.
- iv. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- v. Take reasonable measures to safeguard protected personally identifiable information and other information DHS, FEMA, IEMA or the County designate as sensitive or Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

3.11 Audit Requirements.

(a) If Subrecipient expends \$750,000 or more in Federal awards (from all sources including pass-through subawards) during a fiscal year, Subrecipient shall arrange for a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subpart F. Such audit must be submitted to DHSEM no later than nine (9) months after the end of the Subrecipient's fiscal year.

(b) If Subrecipient expends less than \$750,000 in Federal awards during its fiscal year and is not subject to the audit requirements in subsection (a), Subrecipient must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Subrecipient expends between \$500,000 and \$749,999 in Federal and State awards combined, Subrecipient must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Subrecipient shall submit these financial statement audit reports to DHSEM either within,

- i. 30 calendar days after receipt of the auditor's report(s) or
- ii. 180 calendar days after the end of the audit period, whichever is earlier.

3.12 Project or Budget Revisions. The Subrecipient shall only use the funds provided under this Agreement for the itemized expenditures identified in the Project's Scope/Budget Detail Worksheet (Exhibit B) and shall not spend more than the specified amount for each such itemized expenditure. The Subrecipient may request, in writing, approval from DHSEM to modify the expenditures itemized or the



amounts specified in any Scope/Budget Detail Worksheet. Any request for project or budget revisions must be submitted for review and approval to the County using the Program Project Modification Request Form (Exhibit E). This request shall be submitted in the form and manner specified by the DHSEM. The Subrecipient must obtain DHSEM's written approval prior to making an expenditure that is not in compliance with a Scope/Budget Detail Worksheet.

3.13 Project Completion. Subrecipient shall complete the Project ("Project Completion"), which includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Expiration Date of this Agreement ("Project Completion Deadline"). The Subrecipient shall pay out the funds, submit to DHSEM a final report and documentation of expenditures made, and submit to DHSEM all requests for payment no later than forty-five (45) days after the Project Completion Deadline. DHSEM has the discretion, and reserves the right, to not reimburse the Subrecipient for an expenditure that does not comply with all the requirements established in this paragraph.

3.14 Close Out Financial Report. Subrecipient must submit to DHSEM a final close-out financial report and narrative using the format provided in Exhibit K by **July 17, 2020**.

3.15 Record Keeping. Subrecipient shall (1) maintain records for equipment, non-expendable personal property, and real property and (2) as often as deemed necessary by DHS, FEMA, IEMA, County or any of their duly authorized representatives, permit DHS, FEMA, IEMA, Auditor General, Attorney General or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement. This provision requires, at a minimum, that Subrecipient shall:

- i. Cooperate with any compliance review or complaint investigation conducted by the DHS, FEMA, IEMA or the County,
- ii. Maintain appropriate backup documentation, and
- iii. Comply with all other special reporting, data collection and evaluation requirements as may be required by DHS, FEMA, IEMA or the County.

Subrecipient acknowledges the funds provided by this Agreement are federal pass-through funds that must be accounted for in the jurisdiction's single audit, if required, pursuant to the Uniform Guidance.

3.16 Remedies for Noncompliance.

(a) Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 3.4, above, the Federal Awarding Agency, IEMA or the County shall have the right to take one or more of the actions set forth in 2 C.F.R. § 200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the



Subaward shall not be considered allowable under the Subaward unless allowed under 2 C.F.R. § 200.342. Subrecipient shall be liable to the Federal Awarding Agency, IEMA or the County for any Subaward funds used by Subrecipient in violation of any Requirements, and Subrecipient shall indemnify and hold harmless the County for any sums the Federal Awarding Agency or IEMA determines Subrecipient used in violation of such Requirements.

(b) Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal Awarding Agency, IEMA or the County in accordance with the provisions set forth in 2 C.F.R. § 200.341.

3.17 Termination. Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by DHS, IEMA or the County as set forth in 2 C.F.R. § 200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 C.F.R. § 200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Subaward shall survive and continue in full force and effect with respect to any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

## **ARTICLE IV PAYMENT**

4.1 Basis of Payment. The Subrecipient will be reimbursed on a cost reimbursement basis for allowable Project costs incurred and paid directly by the Subrecipient pursuant to the Scope/Budget Detail Worksheet (Exhibit B). The Subrecipient must submit reimbursement request forms to DHSEM for each reimbursement request as detailed below in 4.2.

4.2 Method of Payment.

(a) Subrecipient will submit requests for reimbursement identifying the payment due for the Project costs incurred and paid directly by the Subrecipient in such detail and supported by such documents as the County may require using the Reimbursement Request Form (Exhibit G), including Original Invoices and Proof of Payment (*See*, Exhibit H for examples) and the Equipment Inventory Form (Exhibit I) if necessary. If the subrecipient paid for their Projects costs using checks, then a copy of the cancelled check(s) – front and back (showing bank stamp) – should be submitted. If a credit card was used, then card receipt along with the credit card statement should be submitted. If a bank transfer is used, then the journal entry from the agencies accounting system should be submitted. The requests for reimbursement and supporting documents should be sent via email to [DHSEM.Finance@cookcountyl.gov](mailto:DHSEM.Finance@cookcountyl.gov).

(b) The County will reject any reimbursement requests that include costs that were incurred or paid by any party other than the Subrecipient. The County will use reasonable efforts to respond to the Subrecipient's request for reimbursement within 30 calendar days after submission by either (i) processing



the payment or (ii) notifying the Subrecipient of the way in which the request is deficient and the adjustments the Subrecipient must make to receive payment. Within 15 days after receiving such notification from the County, and after completing such adjustment(s), the Subrecipient may resubmit a revised request for reimbursement form and the County thereafter will use reasonable efforts to respond to the Subrecipient's request within 15 days.

4.3 Waiver of Payment. The Subrecipient waives all rights to payment if the request for reimbursement is submitted after the termination or completion of this Agreement. Costs incurred by the Subrecipient after the Expiration Date or after earlier termination of this Agreement will not be paid by the County.

4.4. Allowable Costs. All costs allowed by the Federal Awarding Agency, IEMA and/or DHSEM are not considered final and may be disallowed upon the completion of audits ordered or performed by the County or the appropriate federal agency. In the event of a disallowance, the Subrecipient will refund the amount disallowed to the County.

4.5 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The County may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the County by the Federal funding source or (ii) the County determines that funds will not or may not be available for payment. The County shall provide notice, in writing, to Subrecipient of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.6 Certification. Pursuant to 2 C.F.R. § 200.415, each invoice and report submitted by Subrecipient must contain the following certification by an official authorized to legally bind the Subrecipient:

By signing this report/payment request, I certify to the best of my knowledge and belief that the report/payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

4.7 Overpayment. If DHSEM or a subrecipient determines there has been an overpayment of federal preparedness funds, duplicate payment, or any other instance in which the subrecipient has received funds that are not associated with an authorized expenditure, this amount must be returned to DHSEM. Any interest earned on the overpayment in excess of the maximum that may be retained shall be remitted to the DHSEM according to federal rules and regulations.



## ARTICLE V REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

Legal Authority. Subrecipient's execution of this Agreement is authorized by a resolution, ordinance or other evidence of legal authority from the Subrecipient's governing body. The signature of the individual signing on the Subrecipient's behalf has been made with complete and full authority to commit the Subrecipient to all the terms and conditions of this Agreement. Subrecipient must provide evidence of signature authority and the Subrecipient Signature Authorization Form (Exhibit F) to the County with the executed Agreement.

No Misstatements. No document furnished or to be furnished by Subrecipient to the County in connection with this Agreement, any reimbursement request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

Eligibility to Receive Federal Funds. By executing this Agreement, Subrecipient represents and warrants it is eligible to receive federal funds, and specifically certifies as follows:

- (a) Subrecipient is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented by the DOJ at 2 CFR Part 2867.
- (b) Subrecipient complies with 31 U.S.C. § 1352, *Limitation on Use of Appropriated Funds to Influence Federal Contracting and Financial Transactions*, as implemented by the DOJ at 28 CFR Part 69.
- (c) Subrecipient complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 701 *et seq.*, and will continue to provide a drug-free workplace as required under that Act and implementing regulations. *See*, 2 CFR Part 182, Subpart B.
- (d) Subrecipient is not delinquent in the repayment of any federal debt, including without limitation, delinquent audit disallowances, loans, taxes, and any outstanding debts with the Treasury.

Subrecipient acknowledges that the foregoing representations, warranties and certifications of eligibility to receive federal funds are material terms of the Agreement.



## ARTICLE VI REQUIRED CERTIFICATIONS AND ASSURANCES

Subrecipient shall be responsible for compliance with the certifications and assurances enumerated in any of the Requirements to the extent that same apply to Subrecipient including without limitation the following:

- a. No Pending Application(s) Disclosure. Subrecipient has no pending request(s) for funding to support the same project being funded under this Agreement and that seeks to cover the identical cost items outlined in the Project's Scope/Budget Detail Worksheet. If Subrecipient cannot so certify, it shall complete, execute and submit a *Disclosure of Pending Applications* form (Exhibit J) upon execution of this Agreement.
- b. Debarment. Subrecipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.
- c. Criminal Convictions. Subrecipient certifies that neither it nor any managerial agent of Subrecipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or that at least five (5) years have passed since the date of the conviction.
- d. Federal Funding Accountability and Transparency Act of 2006. Subrecipient certifies that it is in compliance with the terms and requirements of 31 U.S.C. § 6101.
- e. Lobbying and Political Activities. Subrecipient certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal Contract, the making of any federal grant, the making federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress relating to this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. See, <https://ojp.gov/funding/Apply/Resources/Disclosure.pdf>



- iii. The undersigned shall require that the language of the foregoing two subsections be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- f. Hatch Act. Subrecipient certifies it will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- g. Privacy and Personally Identifiable Information. Subrecipient agrees to comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of Subaward approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. § 22.23. See, <https://ojp.gov/ovc/pubs/victimswithdisabilities/pdf/PrivacyCertificate.pdf>.

## **ARTICLE VII CIVIL RIGHTS COMPLIANCE**

Subrecipient will comply, as applicable, with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulations for this statute are codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*, which prohibits discrimination on the basis of gender in educational programs and activities. The DHS regulations for this statute are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- c) The Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. The implementing regulation for this statute is codified at 28 C.F.R. Part 35.
- d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. The FEMA regulation for this statute is codified at 44 C.F.R. Part 7, Subpart E.



e) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulation for this statute is codified at 6 C.F.R. Part 15.

f) The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.

## **ARTICLE VIII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

8.1 Records Retention. Subrecipient shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the Subaward, adequate to comply with 2 C.F.R. § 200.333, unless a different retention period is specified in 2 C.F.R. § 200.333. If any litigation, claim or audit related to the purchases contemplated herein is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

8.2 Accessibility of Records. Subrecipient, in compliance with 2 C.F.R. § 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized County representatives, the County's Inspector General, Federal authorities, any person identified in 2 C.F.R. § 200.336, and any other person as may be authorized by the County (including auditors) or by the City of Chicago. Subrecipient shall cooperate fully in any such audit or inquiry.

8.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VIII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

8.4 Monitoring and Access to Information. Subrecipient must monitor its activities to assure compliance with applicable Requirements and to assure its performance expectations are being achieved. County shall monitor the activities of Subrecipient to assure compliance with all requirements and performance expectations of the award. An annual monitoring visit is expected and will be scheduled with a 30-day notification. Subrecipient shall timely submit all financial and performance reports, and shall supply, upon the County's request, documents and information relevant to the Subaward. The County may make site visits as warranted by program needs. *See*, 2 C.F.R. § 200.328 and § 200.331.



## **ARTICLE IX EQUIPMENT OR PROPERTY REQUIREMENTS**

9.1 Equipment and Procurement. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 C.F.R. § 200.313. For the purposes of this Article t, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000 but acquired under the "Equipment" category of the Grant must also be listed on the Equipment Listing

9.2 Use. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

9.3 Availability for Like Programs. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency. In addition, in accordance with applicable DHS, FEMA, IEMA and Cook County policies and requirements, Subrecipient shall make the Equipment and supplies available to other authorized entities, including call out for mutual aid and interagency regional emergency responses.

9.4 Prohibition against Disposition/Encumbrance. Subrecipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Term without prior approval of the County. Any real property acquired using Grant Funds must comply with the requirements of 2 C.F.R. § 200.311.

9.5. Equipment Listing. Subrecipient must maintain a list of each piece of Equipment acquired with its Subaward. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Equipment Listing within ten (10) business days and the updated list shall immediately be forwarded to DHSEM. Equipment records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) DHSEM asset tag number, and (k) any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the Subrecipient in accordance with 2 C.F.R. § 200.313 (d) (1).

9.6 Identification Decal. All Equipment obtained under this Agreement must have an appropriate identification decal and asset tag (provided by DHSEM) affixed to it and, when practical, must be affixed where it is readily visible.

9.7 Inventory. A physical inventory of the Equipment must be taken by the Subrecipient and the



results reconciled with the Equipment Listing at least once every two years or prior to any site visit by Federal or County auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Listing to DHSEM, in the frequency as above.

9.8. Transfer of Equipment. County shall have the right to require that Subrecipient transfer to County any equipment, including title thereto, purchased in whole with Subaward funds, if County determines that Subrecipient has not met the conditions of 2 C.F.R. § 200.439(a). County shall notify Subrecipient in writing should County require the transfer of such equipment. Upon such notification by County, and upon receipt or delivery of such equipment to County, Subrecipient will be deemed to have transferred the equipment to County as if Subrecipient had executed a bill of sale therefor.

## **ARTICLE X INSURANCE**

10.1 Insurance coverage. As required by 2 C.F.R. § 310, Subrecipient must, at a minimum, provide insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

10.2. Claims. If a claim is submitted for losses related to real or personal property, or both, purchased in whole with funds from this Agreement, any recovered monies shall be surrendered to County.

## **ARTICLE XI INDEMNIFICATION; LIABILITY**

11.1 Indemnification. Subrecipient agrees to indemnify and hold harmless the County and its Commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the Subrecipient's performance or nonperformance of this Agreement, or the acts or omissions of the Subrecipient's officers, agents, employees, contractors, subcontractors, licensees or invitees. Subrecipient expressly understands and agrees that any performance bond or insurance protection required of the Subrecipient, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

11.2 Liability. The County assumes no liability for actions of the Subrecipient under this Agreement, including, but not limited to, the negligent acts and omissions of the Subrecipient's agents, employees, and subcontractors in their performance of the Subrecipient's duties as described under this Agreement. In addition, the County makes no representations, or warranties, express or implied, as to fitness for use, condition of, or suitability of any equipment purchased pursuant to this Agreement, except as those representations are made by the manufacturer of said equipment. As to the nature and condition of said equipment, in the use of said equipment, the Subrecipient agrees to hold County harmless for any defects



or misapplications. To the extent allowed by law, the Subrecipient agrees to hold harmless County against any and all liability, loss, damage, costs, or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the Agreement by the Subrecipient, with the exception of acts performed in conformance with an explicit, written directive of the County or DHSEM.

## **ARTICLE XII NOTICE**

12.1 The individuals identified in this section shall be authorized to act as the liaisons of the County and the Subrecipient, respectively, with respect to this Agreement:

**Notices to the County/DHSEM shall be addressed to:**

Ellen O'Connor, Grant Coordinator  
Cook County Department of Homeland Security and Emergency Management  
69 West Washington Street, Suite 2600  
Chicago, Illinois 60602  
[ellen.oconnor@cookcountyil.gov](mailto:ellen.oconnor@cookcountyil.gov)

**Notices to Subrecipient shall be addressed to:**

David Preissig, Director of Public Works & Village Engineer  
Village of Burr Ridge  
7660 County Line Rd  
Burr Ridge, IL 60527  
[dpreissig@burr-ridge.gov](mailto:dpreissig@burr-ridge.gov)

12.2 The Subrecipient must notify the County of any significant change in the Subrecipient's organizational structure. Significant changes include, but are not limited to, changes in:

- i. The official(s) to whom notice regarding the Agreement is provided and their mailing address; and
- ii. The Subrecipient's leadership, key staff and/or the Subrecipient's program sites, including the Chief or executive director, site director, fiscal director; name, ownership, Federal employer identification number (FEIN), DUNS number or taxpayer certification; legal status (including not-for-profit status); site address or agency official address or telephone numbers; and the location or storage site of any Equipment purchased through this Agreement.

Such communication must be directed within ten (10) calendar days of such occurrence (or, in the case of changes in legal status (including not-for-profit status), address, name, ownership, FEIN or taxpayer certification, forty-five (45) days in advance) to the County. No promise or undertaking made in this Agreement is an assurance that the County agrees to continue this Agreement should the Subrecipient



reorganize, change owners, or otherwise substantially change the character of the Subrecipient's structure, function, or purpose.

### **ARTICLE XIII MISCELLANEOUS**

13.1 Assignment Prohibited. Subrecipient acknowledges that this Agreement (including Subrecipient's right to receive payments hereunder) may not be sold, assigned, or transferred in any manner by Subrecipient. Any actual or attempted sale, assignment, or transfer by Subrecipient without the prior written approval of the County shall render this Agreement null, void and of no further effect.

13.2 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

13.3 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

13.4 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

13.5 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. The County does not waive sovereign immunity by entering into this Agreement.

13.6 Compliance with Law. This Agreement and Subrecipient's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations and Cook

13.7 Compliance with Freedom of Information Act. Upon request, Subrecipient shall make available to the County all documents in its possession that the County deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

13.8 Office of the Independent Inspector General. Subrecipient agrees it will abide by all provisions of the Cook County Code of Ordinances pertaining to the authority of the Office of the Independent Inspector General and acknowledges it is unlawful for any person subject to the jurisdiction of said office to refuse to cooperate with the Independent Inspector General.

13.9 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

13.10 Attachments. This Agreement has the following attachments which are incorporated into this



Agreement as if set out:

|            |   |
|------------|---|
| Exhibit A: | 2017 UASI Grant Agreement                             |
| Exhibit B: | Scope of Services and Budget Detail Worksheet         |
| Exhibit C: | NIMS – Sample Resource Typing Form and Guidance       |
| Exhibit D: | Sample of Authorized Equipment List with Hyperlink    |
| Exhibit E: | Program/Project Modification Request Form             |
| Exhibit F: | Subrecipient Signature Authorization Form             |
| Exhibit G: | Reimbursement Request Form                            |
| Exhibit H: | Sample of Proof of Payment & Copy of Original Invoice |
| Exhibit I: | Equipment Inventory Form                              |
| Exhibit J: | Disclosure of Pending Applications Form               |
| Exhibit K: | Final Close-Out Financial Report                      |

In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

13.11 Entire Agreement. Subrecipient and County acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Subrecipient or County.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.



**IN WITNESS WHEREOF**, this Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

**ON BEHALF OF COOK COUNTY:**

\_\_\_\_\_  
William M. Barnes Jr., Executive Director  
Department of Homeland Security and Emergency Management

Date: \_\_\_\_\_

**ON BEHALF OF THE VILLAGE OF BURR RIDGE, ILLINOIS:**

\_\_\_\_\_  
J. Douglas Pollock, Village Administrator

Date: \_\_\_\_\_



**EXHIBIT A**  
**2017 UASI GRANT AGREEMENT**





**INTERGOVERNMENTAL GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY  
AND  
Cook County, DHSEM**

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and Cook County, DHSEM (Grantee), with its principal office at 69 West Washington Street, Suite 2600, Chicago, Illinois 60602-3178 hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS  
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

- 1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 963219725 is Grantee's correct DUNS number, that 36-6006541 is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.
- 1.2. Amount of Agreement. Grant Funds shall not exceed \$20,361,280.17. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
- 1.3. Identification Numbers. The Federal Award Identification number is EMW-2017-SS-00051-501. The Catalogue of Federal Domestic Assistance Number (CFDA) is 97.067. The Catalog of State Financial Assistance (CSFA) Number is 588-00-0455.
- 1.4. Term. This Agreement shall be effective on October 1, 2017, and shall expire on August 31, 2020, unless terminated pursuant to this Agreement.
- 1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.



1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Illinois Emergency Management Agency**

By: Jennifer Ricker  
Jennifer Ricker, Interim Director

Date: 1/4/18

By: Jennifer Johnson  
Jennifer Johnson, Chief Legal Counsel

Date: 1/2/18

By: Brett Cox  
Brett Cox, Chief Fiscal Officer

Date: 1/4/18

**Cook County, DHSEM**

By: William Barnes  
William Barnes, Executive Director

Date: 12/21/17

By: \_\_\_\_\_  
Signature of Designee

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_



**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is a governmental entity.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:



"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.



"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.



**ARTICLE IV  
PAYMENT**

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All



interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

## ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.



**ARTICLE VI  
BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII  
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.



(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) Source Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit G of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.



- (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
- (iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the



debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.



(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

#### **ARTICLE IX CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.



**ARTICLE X  
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI  
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007



generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.



**ARTICLE XIII  
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such,



without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

#### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

#### ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted



to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3. Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.5. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

#### ARTICLE XVI TERMINATION; SUSPENSION

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and



the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

- i. Grantor expressly authorizes them in the notice of suspension or termination; and
- ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII  
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.



#### ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

#### ARTICLE XIX REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

#### ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.



**ARTICLE XXI  
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.



**ARTICLE XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV  
INSURANCE**

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV  
LAWSUITS**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.



**ARTICLE XXVI  
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.



26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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**EXHIBIT A**

**PROJECT DESCRIPTION**

The Grantor has been awarded funds from the Federal Emergency Management Agency (FEMA) under the FFY 2017 Homeland Security Grant Program (HSGP). The purpose of the FFY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The Grantee will utilize the HSGP grant funds in accordance with this purpose as outlined within the Grantee's approved FFY 2017 Attachment A.



**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Deliverables are directly related to the successful completion of the expenditures and projects listed in the approved Budget Detail Worksheet and Project Implementation Worksheet.

The Budget Detail Worksheet in Attachment A outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that specifically listed in the Budget Detail Worksheet. If the Grantee has included personnel expenses in its Budget Detail Worksheet, the Grantee is prohibited from incurring any costs for such personnel expenses until the Grantor provides written approval to the Grantee that DHS FEMA GPD has waived grant limitations on personnel costs.

The Project Implementation Worksheet in Attachment A provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific outcomes and sequential milestones that will be accomplished by the Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goals of the project.



**EXHIBIT C**

**PAYMENT**

The Grantee's total compensation and reimbursement shall not exceed the sum of \$\$20,361,280.17.

The Grantee must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to the Grantor's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to the Grantor in accordance with the Grantor's policy and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantor will not reimburse the Grantee for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance herein. The Grantee shall maintain appropriate records of actual costs incurred and submit expenditure information to the Grantor.



**EXHIBIT D**  
**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: Ashley Fleck  
Title: Program Manager  
Address: 2200 South Dirksen Parkway Springfield,  
Springfield, Illinois 62703  
Phone: 217/557-4758  
E-mail Address: [Ashley.Fleck@illinois.gov](mailto:Ashley.Fleck@illinois.gov)

**GRANTEE CONTACT**

Name: Monique Caston  
Title: Grant Coordinator  
Address: 69 West Washington Street, Suite 2600  
Chicago, Illinois 60602-3178  
Phone: 312/603/8186  
E-mail Address: [Monique.Caston@cookcountyil.gov](mailto:Monique.Caston@cookcountyil.gov)  
Additional Information: \_\_\_\_\_



**EXHIBIT E**

**PERFORMANCE MEASURES**

The Grantee shall provide a quarterly update of the Project Implementation Worksheet in Attachment A to IEMA within fifteen (15) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the Agreement.

The Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Agreement.

The Grantee also must submit a final After Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).



**EXHIBIT F**  
**PERFORMANCE STANDARDS**

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.



**EXHIBIT G**  
**SPECIFIC CONDITIONS**

**NONE.**



**PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

**NONE.**



### PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity and the requirements set forth therein. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement.
2. All sub-awards issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA.
3. The Grantee is required to maintain adoption and implementation of the National Incident Management System.
4. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
5. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements. The Grantee shall return to the Grantor all grant funds that are not expended or that are received from the Grantor in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to the Grantor within 45 days, if applicable. The Grantor may recapture those funds in accordance with state and federal laws and regulations. The Grantee's failure to comply with any one of the terms of this Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.
6. The Grantee agrees that funds under this award will be used to supplement, but not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
7. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.



8. The Grantee acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a Grantor or Grantee purchases ownership with federal support. The Grantee shall affix the applicable copyright notice of 17 USC 401 or 402. The Grantee is subject to requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards. The Grantee agrees to consult with DHS FEMA GPD, through IEMA, regarding the allocation of any patent and intellectual property rights that arise from, or are purchased with, this funding. All publications created through this Agreement shall prominently contain the following statement: *"This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security, or the State of Illinois."*
9. The Grantee shall acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
10. Title to equipment acquired by the Grantee with federal funds vests with the Grantee. "Equipment" means tangible, nonexpendable property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The Grantee shall use, manage, and dispose of equipment acquired under this Agreement in accordance with federal and state laws, procedures, and policies. All equipment purchased with funding received through this Agreement shall be used for the entire useful life of the equipment in accordance with the purpose stated in Attachment A. Any variation to the intended use of the equipment outlined in this agreement by the Grantee must be approved in writing by the Grantor.
11. If the Grantee collects PII, the Grantee is required to have a publicly-available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
12. The Grantee must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest, or reproduction of flags or likenesses of DHS agency or Coast Guard officials.
13. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.



**EXHIBIT B**  
**SCOPE OF SERVICES AND BUDGET DETAIL WORKSHEET**





## Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient - Scope of Services & Budget Detail Worksheet

Grantee Organization: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

Program Category: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

Scope of Services: \_\_\_\_\_

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**Budget Detail:**

| Operating Expenses                                 | Award Amount |
|--|--------------|
| Training   | \$           |
| Consumable Expenses (Training)                     | \$           |
| Exercise   | \$           |
| Personal Protection Equipment (PPE)                | \$           |
| Equipment Less Than \$5,000                        | \$           |
| Supplies   | \$           |
| <i>Other, please specify:</i>                      | \$           |
| <b>Sub-Total</b>                                   | \$           |
| <b>Capital Equipment (Asset More Than \$5,000)</b> |              |
| Computer Equipment                                 | \$           |
| Infrastructure Upgrades                            | \$           |
| Security Upgrades                                  | \$           |
| Other Equipment                                    | \$           |
| <i>Other, please specify:</i>                      | \$           |
| <b>Sub-Total</b>                                   | \$           |
| <b>TOTAL AWARDED</b>                               | \$           |

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**TO BE COMPLETED BY DHSEM**

Sub-Recipient DUNS Number: \_\_\_\_\_

DHSEM Staff Name (Print): \_\_\_\_\_

DHSEM Staff Signature: \_\_\_\_\_



**EXHIBIT C**  
**NIMS – SAMPLE RESOURCE TYPING FORM**



**EXHIBIT C**

### Grant-Funded Typed Resource Report

**Tool Instructions:**

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

[illegible]



**EXHIBIT D**  
**SAMPLE FEMA - AUTHORIZED EQUIPMENT LIST (Use Hyperlink)**



**EXHIBIT D****Cook County Department of Homeland Security and Emergency Management  
(SAMPLE) FEMA Authorized Equipment List (Partial Listing - Use Hyperlink)**<https://www.fema.gov/authorized-equipment-list>

| <b>AEL #</b> | <b>Title</b>   |              |  |
|--------------|--|--------------|--|
| 01WF-01-COLD | Outerwear, Cold Weather, Wildland Fire Fighting Protective | 04HW-02-BARC | Equipment, Bar Code Reading and Printing                 |
| 02EX-00-EXTR | Materials, Energetic, Bomb Squad Training                  | 04HW-02-RFID | Devices, Radio Frequency Identification                  |
| 03OE-01-VSTO | Vests, Operational   | 04MD-01-VCAM | Camera, Video  |
| 03OE-02-FIBR | Systems, Fiber Optic                                       | 04MD-02-PROJ | Projector, Video   |
| 03OE-03-DAMS | Devices, Containment/Diversion                             | 04MD-03-DISP | Display, Video   |
| 03OE-03-LOTO | System, Lock Out/Tag Out                                   | 04SN-01-PTMS | Station, Portable Meteorological                         |
| 03OE-04-BALA | Balaclava, Fire Resistant                                  | 04SN-01-XMIT | Transmission Device, Wireless, Remote Sensor             |
| 03OE-07-ROBT | Robots   | 04SW-04-NETW | Software, Network  |
| 03OE-07-ROVL | Vehicles, Remotely Operated, Land                          | 04SW-05-SCAD | System, SCADA (Supervisory Control and Data Acquisition) |
| 03OE-07-SUAS | System, Small Unmanned Aircraft                            | 05AU-00-BIOM | Device, Biometric User Authentication                    |
| 03OE-07-UMVS | System, Unmanned Maritime Vehicle                          | 05AU-00-TOKN | System, Remote Authentication                            |
| 04AP-01-CADS | System, Dispatch, Computer Aided                           | 05EN-00-ECRP | Software, Encryption                                     |
| 04AP-02-AVLS | Systems, Automatic Vehicle Locating (AVL)                  | 05EN-00-ETRN | Encryption, Data Transmission                            |
| 04AP-02-DGPS | Device, Global Positioning System (GPS)                    | 05HS-00-FRNS | Software, Forensic                                       |
| 04AP-02-OAPT | System, Operations Area Personnel Tracking                 | 05HS-00-MALW | Software, Malware Protection                             |
| 04AP-03-GISD | Data, Geospatial   | 05HS-00-PFWL | System, Personal Firewall                                |
| 04AP-03-GISS | System, Geospatial Information (GIS)                       | 05NP-00-FWAL | Firewall, Network  |
| 04AP-04-RISK | Software, Risk Management                                  | 05NP-00-IDPS | System, Intrusion Detection/Prevention                   |
| 04AP-05-CDSS | Systems and Tools, ICS                                     | 05NP-00-SCAN | Tools, Vulnerability Scanning                            |
| 04AP-05-CRED | System, Credentialing                                      | 05NP-00-SEIM | System, Security Event/Incident Management               |
| 04AP-05-SVIS | Software, Operational Space Visualization                  | 05PM-00-PTCH | System, Patch/Configuration Management                   |
| 04AP-06-CBRN | Software, CBRNE/Commercial Chemical/Hazard                 | 06CC-01-CELL | Communications and Computing Device, Handheld            |
| 04AP-06-PMOD | Software, Plume Modeling                                   | 06CC-02-2WAY | Device, Messaging, 2-Way Text                            |
| 04AP-06-TRAF | Software, Traffic Modeling                                 | 06CC-02-DSAD | Device, Data Service Access                              |
| 04AP-07-INVN | Software, Equipment Tracking and Inventory                 | 06CC-02-PAGE | Services/Systems, Paging                                 |
| 04AP-08-SIMS | Simulators   | 06CC-03-SATB | Phone, Satellite Base                                    |
| 04AP-09-ALRT | Systems, Public Notification and Warning                   | 07ED-04-LASR | Detector, Explosive, Laser-Based, Standoff               |
| 04AP-10-GNAI | System, Artificial Intelligence                            | 10PE-01-PCHG | Chargers, Phone and Radio                                |
| 04HW-01-INHW | Hardware, Computer, Integrated                             | 10PE-01-WCHG | Chargers, Power Chair                                    |
| 04HW-01-MOBL | Computer, Mobile Data                                      | 11RE-00-RFCB | References, CBRNE  |
| 11RE-00-RFDB | Databases, Reference                                       | 19AF-01-FEED | Equipment and Supplies, Feeding Support                  |
| 11RE-00-RFEX | References, Field Expedient                                | 19AF-01-HYGN | Equipment and Supplies, Personal Hygiene                 |



| <b>AEL #</b> | <b>Title</b>   |              |   |
|--------------|--|--------------|---|
| 11RE-00-RFNC | Reference Materials, Non-CBRNE                                   | 19AF-01-MOB  | Equipment, Mobility Support   |
| 12TR-00-H2OT | Trailer, Water/Source  | 19AF-02-BACC | Bedding and Accessories, Service Animal                               |
| 12TR-00-MOVR | Mover, Prime, for Equipment/Water Trailers                       | 19AF-02-RELF | Relieving Stations, Service Animal                                    |
| 12TR-00-TEQP | Trailer, Equipment   | 19FD-01-IRAT | Rations, Initial Deployment   |
| 12VE-00-ABUS | Vehicle, Mass Casualty Transport                                 | 19FD-01-URAT | Rations, Unit-Feeding   |
| 12VE-00-CMDV | Vehicle, Command, Mobile   | 19FD-01-WATR | Water, Potable, Packaged  |
| 12VE-00-MISS | Vehicle, Specialized Mission                                     | 19GN-00-BGPK | Bags / Packs  |
| 12VE-00-SPEC | Vehicle, Specialized Emergency Management                        | 19GN-00-COMP | Compressors and Systems, Breathing Air                                |
| 13IT-00-INTL | Systems, Intelligence Sharing                                    | 19GN-00-FANE | Fan, Intrinsically Safe, Exhaust                                      |
| 14CI-00-COOP | System, Information Technology Contingency Operations            | 19GN-00-FANV | Fan, Cooling/Heating/Ventilation                                      |
| 14EX-00-BCAN | Receptacles, Trash, Blast-Resistant                              | 19GN-00-FUEL | Container, Fuel Storage   |
| 14EX-00-BSIR | Systems, Building, Blast/Shock/Impact Resistant                  | 19GN-00-H2OD | System, Water Distribution  |
| 14SW-01-DOOR | Doors and Gates, Impact Resistant                                | 19GN-00-HSSF | Housing, Subsistence and Sanitation                                   |
| 14SW-01-EXTM | System, Fire Extinguisher Monitoring                             | 19GN-00-OPCK | Overpack  |
| 14SW-01-LITE | Lighting, Area, Fixed  | 19GN-00-RFGR | Refrigerator/Freezer  |
| 14SW-01-PACS | System, Physical Access Control                                  | 19MH-00-BULK | Equipment, Bulk Material Handling                                     |
| 14SW-01-SIDP | Systems, Personnel Identification                                | 19MH-00-CART | Cart, Field   |
| 14SW-01-SIDV | Systems, Vehicle Identification                                  | 19MH-00-CHMS | Containers, Hazardous Material Shipping                               |
| 14SW-01-SNSR | Sensors/Alarms, System and Infrastructure Monitoring, Standalone | 19MH-00-CONT | Containers, Storage   |
| 14SW-01-VIDA | Systems, Video Assessment, Security                              | 19MH-00-CPAC | Carts, Portable Air Cylinder  |
| 14SW-01-WALL | Barriers: Fences; Jersey Walls                                   | 19MH-00-CPGC | Carts, Portable Compressed Gas Cylinder                               |
| 14SW-02-RADR | Systems, Radar   | 19SS-00-SHEL | Systems, Shelter, Rapid Deployment                                    |
| 14SW-02-SONR | Systems, Sonar   | 19SS-00-SHEN | System, Environmental Control   |
| 14SW-02-VBAR | Barriers, Vessel   | 19SS-00-SHEP | System, Collective Protective   |
| 16AC-01-ACRS | Equipment and Supplies, Small Animal Capture and Restraint       | 20CS-01-AFIS | Equipment, Fingerprint Processing and Identification                  |
| 16AD-03-RFID | Radio Frequency Information Devices                              | 20CS-02-EVID | Systems and Equipment, Evidence Collection                            |
| 16AD-03-TAGS | Tags and markers   | 20CS-02-SUPP | Equipment and Supplies, Crime Scene Processing                        |
| 17WC-00-BOAT | Watercraft, CBRNE Prevention and Response                        | 20CS-02-UVLT | Equipment, Alternate Light Source Detection                           |
| 18AC-00-ACFT | Aircraft, CBRNE  | 20TE-00-NTRY | Equipment, Tactical Entry   |
| 18AC-00-ACMC | Equipment/Kits, Aircraft Mass Casualty Conversion                | 21GN-00-CCEQ | Equipment, Citizen Corps  |
| 18AC-00-ACUP | Equipment and Upgrades, Aircraft, CBRNE                          | 21GN-00-CNST | Consulting Services in Support of Equipment Acquisition               |
| 19AF-01-CHLD | Equipment and Supplies, Infants and Children                     | 21GN-00-INST | Installation  |
| 19AF-01-COMM | Equipment, Communications and Sensory Support                    | 21GN-00-LEAS | Leasing of Space for Equipment Storage                                |
| 21GN-00-SHIP | Shipping   | 21GN-00-MAIH | Maintenance, HDER   |
| 21GN-00-TRNG | Training   | 21GN-00-MAIN | Maintenance   |
| 21GN-00-XMLP | Programming for XML Compliance                                   | 21GN-00-OCEQ | Equipment & Supplies, Information/Emergency Operations/Fusion Centers |







**EXHIBIT E**  
**PROGRAM/PROJECT MODIFICATION REQUEST FORM**









## Cook County Department of Homeland Security and Emergency Management Sub-Recipient Program/Project Modification Request Form

Sub-Recipient Organization: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

Program Category: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

Request Date: \_\_\_\_\_

Type of Modification: \_\_\_\_\_

Budget Expense Category: \_\_\_\_\_

Scope of Services: \_\_\_\_\_

**Instructions** - Please respond to the questions below. Incomplete forms will not be considered. **Note:** The term of the agreement can only be modified by DHSEM and approved by the State of Illinois (IEMA).

1. Is the modification requested within the original approved category? Please explain.

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2. Will the modification request allow for the project to be completed within the original performance period of the project?

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3. Have the original project objectives for the project been accomplished?

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4. Please list all Authorized Equipment List (AEL) numbers, a brief description of the equipment, per unit cost estimate, and number of units (if applicable). For training costs, list the FEMA approved training course numbers that apply to this modification (if applicable).

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5. Provide a justification for the project modification. What is the modification your organization would like to make and why is the project modification being requested? Please include details.

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Please indicate the proposed associated budget impacts below (if applicable).

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Sub-Recipient Authorized Signatory

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_





**Cook County Department of Homeland Security and Emergency Management  
Sub-Recipient Program/Project Modification Request Form**

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THIS SECTION TO BE COMPLETED BY DHSEM

Grant Coordinator

Director of Finance

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

☐ Approved    ☐ Denied

☐ Approved    ☐ Denied

COMMENTS:

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**EXHIBIT F**  
**SUBRECIPIENT SIGNATURE AUTHORIZATION FORM**





## Cook County Department of Homeland Security and Emergency Management Sub-Recipient Signature Authorization Form

Name of Entity: \_\_\_\_\_

### THIS SECTION TO BE COMPLETED BY DHSEM

Contract # \_\_\_\_\_ FY: \_\_\_\_\_ Fund: \_\_\_\_\_ Project: \_\_\_\_\_

Urban Areas Security Initiative Program (UASI) \_\_\_\_\_

Grant Program and Year \_\_\_\_\_ Grant Start Date \_\_\_\_\_ Grant End Date \_\_\_\_\_ CFDA# \_\_\_\_\_

### THIS SECTION TO BE COMPLETED BY SUB-RECIPIENT

Sub-Recipient Contact Name (Point of Contact) \_\_\_\_\_

Agency FEIN# \_\_\_\_\_

Address \_\_\_\_\_

DUNS # \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Sub-Recipient Contact Phone# \_\_\_\_\_

Sub-Recipient Contact Email \_\_\_\_\_

Sub-Recipient Contact Fax # \_\_\_\_\_

***THIS DOCUMENT IS PART OF THE AGREEMENT BETWEEN DHSEM AND THE SUB-RECIPIENT IDENTIFIED ABOVE.***

The person whose signature is furnished below is hereby authorized to sign reimbursement request forms and other related documents for the UASI Grant program indicated above and funded by DHSEM via a grant award. Upon acceptance of this grant award, the following information is needed to complete your grant sub-agreement and should be emailed to DHSEM as soon as possible to [DHSEM.Finance@cookcountyl.gov](mailto:DHSEM.Finance@cookcountyl.gov).

Signatory Name (Print): \_\_\_\_\_

Signatory Titles (Print): \_\_\_\_\_

Signatory Signature: \_\_\_\_\_

Describe any limitations on the above person's authority here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF THIS APPROVAL: \_\_\_\_\_

This form is to be completed as part of executing a Sub-Recipient agreement identified by the above fund and contract number. Completing this form is one of the conditions necessary to receive funds from Cook County DHSEM. A copy of this form must be on file for all persons with authorization and approved by an individual of higher authority than the person being granted authority.



**EXHIBIT G**  
**REIMBURSEMENT REQUEST FORM**





## EXHIBIT G

## Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient Reimbursement Request Form

Sub-Recipient Organization: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

Project Name: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

Submittal Date: \_\_\_\_\_

Submittal # \_\_\_\_\_

**Instructions** - Please use the space below to provide the amount and a description of the expense you are seeking reimbursement for in the appropriate approved expenditure category shown below. This form must be submitted with the supporting invoice(s) documenting the expense(s) incurred and proof that the expense(s) has been paid by you before the expense is considered for review and approval for reimbursement.

| Expenditure Category   | Total Award Amount | AEL# | Reimbursement Amount Requested | Balance of Award Available | Notes |
|--|--------------------|------|--------------------------------|----------------------------|-------|
| <b>Operating Expense</b>                                       |                    |      |                                |                            |       |
| Training   | \$                 |      | \$                             | \$                         |       |
| Consumable Expenses  | \$                 |      | \$                             | \$                         |       |
| Personal Protection Equipment (PPE)                            | \$                 |      | \$                             | \$                         |       |
| Exercise   | \$                 |      | \$                             | \$                         |       |
| Equipment Less Than \$5,000 per 1 Item                         | \$                 |      | \$                             | \$                         |       |
| Supplies   | \$                 |      | \$                             | \$                         |       |
| Other (please specify)   | \$                 |      | \$                             | \$                         |       |
| <b>Sub-Total</b>   | <b>\$</b>          |      | <b>\$</b>                      | <b>\$</b>                  |       |
| <b>Capital Expense (Asset Greater Than \$5,000 per 1 Item)</b> |                    |      |                                |                            |       |
| Computer Equipment   | \$                 |      | \$                             | \$                         |       |
| Infrastructure Upgrades  | \$                 |      | \$                             | \$                         |       |
| Security Upgrades  |                    |      |                                |                            |       |
| Other (please specify)   | \$                 |      | \$                             | \$                         |       |
| <b>Sub-Total</b>   | <b>\$</b>          |      | <b>\$</b>                      | <b>\$</b>                  |       |
| <b>TOTAL</b>   | <b>\$</b>          |      | <b>\$</b>                      | <b>\$</b>                  |       |

Sub-Recipient Authorized Signatory:

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

DHSEM Reviewer:

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT H**  
**SAMPLE OF PROOF OF PAYMENT & ORIGINAL INVOICE**



## Exhibit H – Proof of Payment

**[Sample Check]**

|   |                        |   |
|---|------------------------|---|
| <b>Organization Name</b><br>1234 Sample Ave.<br>Anywhere, USA |                        | Must be prior to end<br>of Grant Date <b>1011</b>                         |
| <b>Date</b> _____   |                        |   |
| <b>Name of Vendor</b>   |                        |   |
| Pay to the Order of _____ \$                                  |                        | <div style="border: 1px solid black; padding: 2px;">Same as Invoice</div> |
| Same as Invoice _____ Dollars                                 |                        |   |
| <b>Invoice # and PO # if applicable</b><br>Memo _____         |                        | <b>Authorized Signature(s)</b><br>_____                                   |
| <b>⑆065201666⑆</b><br>↑                                       | <b>87654321 ⑆</b><br>↑ | <b>1011</b><br>↑  |
| Routing / ABA Number  | Account Number         | Check Serial Number   |



1. If equipment or services are purchased with a check, include the invoice (proof of expense) and obtain a front and back copy of the canceled check image that corresponds with the check number used for payment.
2. Check must be written out to Vendor.
3. Amount requested should match amount paid to vendor.
4. Invoice number should be on the check and/or Purchase Order number.
5. If equipment or services are purchased with a credit card, then print a copy of the bank or credit card statement that shows your proof of payment, include the credit card receipt.
6. Retain proof of all correspondence with the grantor (DHSEM) concerning your payment(s).



**Name of Vendor**  
**Remit To: Address of Vendor**

# INVOICE

Vendor Information Below:

Street Address  
 City, ST ZIP Code  
 Phone Enter phone | Fax Enter fax  
 Email | Website

**INVOICE #** 1959  
**DATE** July 31, 2019

**TO:** Sub-Recipient Name  
 Organization Name  
 Street Address  
 City, ST ZIP Code  
 Phone Enter phone | Email

**FOR** Project or service description  
**P.O. #** If Needed

| Description   | Number of Items | Cost per Item | Total per Item |
|---|-----------------|---------------|----------------|
| <b>Description and serial number for each item.</b> | 3               | \$100         | \$300          |
| Enter description 2                                 |                 |               | Enter amount   |
| Enter description 3                                 |                 |               | Enter amount   |
| Enter description 4                                 |                 |               | Enter amount   |

**This is a sample Invoice from your Vendor.**

**Please have the following information on each invoice:**

Name of Vendor, Address and Remit to Address  
 Organization's Name and Address where items were delivered  
 Invoice Number, Invoice Date  
 Name of Project (if possible) and PO number used (if applicable)  
 Description of Item(s) purchased include serial numbers on invoice (if possible)  
 Number of Items purchased and cost of each individual item with total of all (see above example)  
 Grand Total for the Invoice should match the amount reimbursed

**Please Note:** There should be **NO** Sales Taxes Paid

|              |                           |
|--------------|---------------------------|
| <b>Total</b> | <b>Enter total amount</b> |
|--------------|---------------------------|

Make all checks payable to **Name of Vendor**

**Remit To: Address of Vendor**

Payment is due within 30 days.

If you have any questions concerning this invoice, contact Name | Phone | Email

THANK YOU FOR YOUR BUSINESS!







**EXHIBIT I**  
**EQUIPMENT INVENTORY FORM**





## Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient Equipment Inventory Form

Grantee Organization: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

Program Category: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

**Instructions** - Please complete and submit this form for any capital equipment purchases approved in the grant agreement. Capital equipment is defined as those items whose fair market value is \$5,000 or greater and whose useful life is more than one year. This form must be submitted with the Reimbursement Request Form when reimbursement is being sought.

Purchase Amount: \$ \_\_\_\_\_

Purchase Date: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Model #: \_\_\_\_\_

Serial #: \_\_\_\_\_

AEL #: \_\_\_\_\_

Estimated Useful Life: \_\_\_\_\_

DHSEM Tag # (if applicable): \_\_\_\_\_

Item Description:

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Sub-Recipient Authorized Signatory

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

### TO BE COMPLETED BY DHSEM

#### DHSEM Master Asset List

DHSEM Data Entered By: \_\_\_\_\_

Date Entered: \_\_\_\_\_

#### DHSEM Physical Inspections

DHSEM Inspector

Inspection Date

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**EXHIBIT J**  
**DISCLOSURE OF PENDING APPLICATIONS FORM**





## Cook County Department of Homeland Security and Emergency Management UASI Subrecipient Disclosure of Pending Application Form

Grantee Organization: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

Program Category: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

The Cook County Department of Homeland Security and Emergency Management (DHSEM), as administrator of Federal grants, is responsible for ensuring compliance with federal, state, and local laws and regulations in the performance of grant work with regard to DHSEM Grantees.

Grantees are to disclose whether they have pending or awarded applications for federally funded assistance that include requests for funding to support the same project being proposed under this grant and will cover the identical cost items outlined in their application to DHSEM. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will be sub-awarding federal funds). This information is needed to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

If \_\_\_\_\_ does not have any current or pending applications that was submitted within the last 12 months for federally funded assistance (through federal, state, or local agencies that will be sub-awarding Federal funds) that include requests for funding to support the same project (as mentioned in your Edward Byrne Justice Assistance Grant [JAG] Program grant application), and will cover the identical cost items outlined in the application then, please certify the following statement is true, check the box and fill in your organization's name.

"\_\_\_\_\_ does not have pending applications submitted within the last 12 months for federally funded assistance, which includes requests for funding to support the same project being proposed under the UASI Grant Program, and will cover the identical cost items outlined in the application." ☐ **TRUE**

If \_\_\_\_\_ does have a current or pending application as described above, please check the most appropriate box below and provide the following information in a separate document using the example outlined below with all pending or awarded applications submitted within the last 12 months. ☐ **YES** ☐ **NO**

Grantees that have pending or awarded applications must show:

1. The Federal or State funding agency.
2. The solicitation name/project name.
3. The point of contact information at the applicable funding agency.

### EXAMPLE

| Federal or State Funding Agency | Project Name | Point of Contact at Funding Agency | Application Date |
|---------------------------------|--------------|------------------------------------|------------------|
|                                 |              |                                    |                  |

### Sub-Recipient Authorized Signatory

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT K**  
**FINAL CLOSE-OUT FINANCIAL REPORT**



| 2017 Homeland Security Grant Program - Urban Area Security Initiative<br>Attachment A: Budget Detail Worksheet |                              |           |                                 |                                     |                                      |            |  | TOTAL PROJECT REQUEST                              |                                      | <input type="checkbox"/> New (1st submission)<br><input type="checkbox"/> Updated/corrected<br><input type="checkbox"/> FINAL |                          |
|--|------------------------------|-----------|---------------------------------|-------------------------------------|--------------------------------------|------------|--|--|--------------------------------------|---|--------------------------|
| Subrecipient Name  |                              |           |                                 |                                     |                                      |            |  |  | Date                                 |   |                          |
| Line   | Subrecipient Contract Number | Category  | Description of Product/Services | FTE (# if subject to Personnel Cap) | Subject to Personnel Cap (\$ Amount) | EHP (YorN) |  | Line Item Cost Attributable to Organization (UASI) | Proposed Change to UASI Budget (+/-) | New Budget After Proposed Change (UASI)   | LETPA (UASI) (\$ Amount) |
| 1  |                              | Equipment |                                 | 0                                   | \$ -                                 | N          |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 2  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 3  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 4  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 5  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 6  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 7  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 8  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 9  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 10   |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| Project Subtotal   |                              |           |                                 |                                     |                                      |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |

| Category Legend           | Notice of Funding Opportunity (NOFO) Information  |
|---------------------------|---|
| Planning                  | <a href="https://www.grants.gov/web/grants/search-grants.html">https://www.grants.gov/web/grants/search-grants.html</a> Click on FY 2017 HSGP NOFO 6 1 17 900 FINAL.pdf |
| Organization              |   |
| Equipment (Provide AEL #) | Law Enforcement Terrorism Prevention Activity (LETPA) Definition  |
| Training                  | See Page 62 of the NOFO   |
| Exercises                 |   |
| M&A                       | Personnel Cap Definition  |
|                           | <a href="http://www.fema.gov/pdf/government/grant/bulletins/info358.pdf">http://www.fema.gov/pdf/government/grant/bulletins/info358.pdf</a>                             |

NOTE: Once the New Budget Total has been approved, you will use that total as your total cost column numbers.

EXHIBIT K - SAMPLE PAGE OF FINAL CLOSEOUT REPORT  
FULL REPORT WILL BE EMAILED TO SUBRECIPIENT



## RESOLUTION NO.

**A RESOLUTION APPROVING A SUBAWARD AGREEMENT BETWEEN THE VILLAGE OF BURR RIDGE AND THE COUNTY OF COOK FOR WATER TRANSMISSION MAIN INTER-CONNECTION (GRANT CONTRACT #769-2019-10663-20236054c)**

**WHEREAS**, the Village of Burr Ridge ("Village") and the County of Cook acting on behalf of the State of Illinois through the Department of Homeland Security and Emergency Management ("Cook County"), desire to enter into a Subaward Agreement (Exhibit A), pertaining to the award of certain Urban Area Security Initiative funds awarded to the Village to utilize for costs relating to planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events ("Eligible Costs"); and

**WHEREAS**, pursuant to the said Agreement Cook County shall provide an amount not to exceed \$33,000.00 to the Village for said Eligible Costs; and

**WHEREAS**, in order to receive such funds the Village will allocate an amount not greater than \$22,000.00 of non-Federal funds towards the said Eligible Costs; and

**WHEREAS**, the Village Administrator and the Board of Trustees believe and hereby declare that it is in the best interest of the Village and its residents to approve said Agreement and shall allocate the amount not greater than \$22,000.00 of non-Federal funds towards said Eligible Costs to receive said Funds; and

**NOW, THEREFORE, BE IT RESOLVED,**

**ADOPTED** this 8th day of June, 2020, by a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 8th day of June, 2020, by the Mayor of the Village of Burr Ridge.

ATTEST:

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Mayor

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Deputy Village Clerk





**SUBAWARD AGREEMENT  
BETWEEN  
THE COUNTY OF COOK  
AND  
THE VILLAGE OF BURR RIDGE, ILLINOIS**

**THIS SUBAWARD AGREEMENT** ("Agreement") is entered into between the County of Cook ("County"), a body politic and corporate of the State of Illinois, acting through its Department of Homeland Security and Emergency Management ("DHSEM"), and the Village of Burr Ridge, a municipal corporation in the State of Illinois, ("Subrecipient"), by and through its Village Administrator.

**RECITALS**

**WHEREAS**, the U.S. Department of Homeland Security ("DHS" or "Federal Awarding Agency"), through its Grant Programs Directorate ("GPD") administers the Homeland Security Grant Program ("HSGP"), which includes the Urban Area Security Initiative ("UASI") grant program.

**WHEREAS**, DHS awarded the State of Illinois ("State"), through its Illinois Emergency Management Agency ("IEMA"), a 2017 UASI grant, Federal grant # EMS-2017-SS-00051-S01; and

**WHEREAS**, pursuant to Agreement No. 2017UASICOOK ("2017 Grant Agreement"), a copy of which agreement is attached hereto as Exhibit A, IEMA has awarded the County 2017 UASI grant funds in an amount not exceeding \$20,361,280.17 ("2017 Grant") to utilize for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events; and

**WHEREAS**, the County wishes to subaward a portion of the 2017 UASI Grant ("Subaward") to Subrecipient as further detailed in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I  
INCORPORATION OF RECITALS**

The above recitals are incorporated into this Agreement by reference and made a part hereof.



## ARTICLE II

### SUBRECIPIENT INFORMATION AND CERTIFICATION

2.1. Nature of Entity; FEIN Number; and DUNS Number. Subrecipient certifies the following information is true and accurate:

Subrecipient is ☒ a unit of government, ☐ an institution of higher education, ☐ a nonprofit organization;

Subrecipient's correct FEIN is 36-2517422; and

Subrecipient's correct DUNS number is 178938007.

2.2. Standing and Authority. Subrecipient warrants that:

(a) Subrecipient has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it regarding this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(b) The execution and delivery of this Agreement, and the other documents to be executed by Subrecipient regarding this Agreement, and the performance by Subrecipient of its obligations hereunder have been duly authorized by all necessary entity action.

(c) It recognizes this Agreement and all other documents related to this Agreement, including the 2017 Grant Agreement, all applicable Federal laws, regulations, rules, and guidance, constitute the legal, valid and binding obligations of Subrecipient enforceable against Subrecipient in accordance with their respective terms.

2.3 Certification. By executing this Agreement, Subrecipient certifies:

- i. All representations made in this Agreement are true and correct and
- ii. All funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein.

Subrecipient acknowledges its subaward is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all funds awarded to Subrecipient.



### ARTICLE III SUBAWARD TERMS AND CONDITIONS

3.1 Term and Extension. The term of this Agreement shall commence on **September 1, 2019** (“Effective Date”) and shall expire on **July 31, 2020** (“Expiration Date”), unless terminated pursuant to this Agreement. This Agreement may only be extended upon the written agreement of the parties and as permitted by DHS at its sole discretion. In no event shall payments be made for obligations incurred, equipment purchased, or work performed before the Effective Date or after the Expiration Date of this Agreement.

3.2 Purpose of Subaward. The purpose of this Agreement is to provide Subrecipient 2017 UASI Grant funds for the allowable costs of the Subrecipient’s project (“Project”) described in its Scope of Project and Budget Detail Worksheet (“Scope/Budget Detail Worksheet”), attached hereto as Exhibit B.

3.3 Amount of Subaward and Use of Funds; Subrecipient Matching Funds. The Subaward is for an amount not to exceed **\$33,000.00** and shall be used only to implement the Project, Village of Burr Ridge Public Works Department - **Water Transmission Main Inter-Connection**, in conformance with this Agreement and for no other purpose. Subrecipient agrees to match the amount of the award with non-Federal funds in the amount of **\$22,000.00**.

3.4 Grant Assurances; Other Requirements.

(a) Subrecipient shall comply with all the conditions and limitations set forth in the 2017 UASI Grant Agreement.

(b) In addition to complying with terms and conditions of the 2017 UASI Grant Agreement, Subrecipient shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, County policies and requirements and any conditions imposed by DHS and IEMA (collectively “Requirements”) including but not limited to the following:

- i. Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program  
(<https://www.fema.gov/media-library/assets/documents/131992>)
- ii. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”)   
(<https://www.gpo.gov/fdsys/pkg/C.F.R.-2014-title2-vol1/pdf/C.F.R.-2014-title2-vol1-part200.pdf>)
- iii. The Department of Homeland Security’s Standard Terms and Conditions for Fiscal Year 2017  
(<https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202017%20DHS%2>)



[0Standard%20Terms%20and%20Conditions%20Version%207-1%20Dated%2003-20-17.pdf](#))

- iv. Illinois Emergency Management Agency Federal Grants Policy Manual  
([https://www2.illinois.gov/iema/ITTF/Documents/IEMA\\_Federal\\_Grants\\_Policy\\_Manual.pdf](https://www2.illinois.gov/iema/ITTF/Documents/IEMA_Federal_Grants_Policy_Manual.pdf))

All Requirements applicable to the Subaward are hereby incorporated into this Agreement by reference as if fully set forth herein.

(c) By executing this Agreement, Subrecipient acknowledges and agrees it is assumed to have read, understood, and accepted all Requirements as binding.

3.5 Administrative Requirements. Subrecipient acknowledges and agrees that the County is acting as a "pass-through entity" (as such term is defined in 2 C.F.R. § 200.74) for this Subaward and that the County shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in the Uniform Guidance.

3.6 NIMS Implementation and Reporting. Subrecipients receiving HSGP funding are required to implement the National Incident Management System ("NIMS"). FY 2017 HSGP recipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources. Sample Resource Typing Form can be found in Exhibit C. (The NIMS Training Program and the NIMS Implementation Objectives can be found at <https://www.fema.gov/training-0> and <https://www.fema.gov/implementation-guidance-and-reporting>, respectively. Refer to the DHSEM Grant Guidance Manual for further information.)

3.7 Procurement Requirements. Subrecipient shall follow its own procurement requirements if those requirements comply with all applicable federal and State of Illinois, County and local laws, statutes, regulations, requirements, policies, guides, guidelines and instructions, including the most recent restrictions on the purchase of general purpose equipment and on purchases of specified controlled equipment. *See*, 2 C.F.R. § 200.318

3.8 Equipment List Requirements. Subrecipient may only purchase equipment listed on the DHS Authorized Equipment List (AEL), a list of equipment types allowed under the HSGP consisting of 21 equipment categories. The AEL can be found at <https://www.fema.gov/authorized-equipment-list>.

3.9 Accounting Requirements. Subrecipient shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Subrecipient shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Agreement and federal requirements.



3.10 Financial Management and System of Internal Controls. As prescribed at 2 C.F.R. § 200.303, Subrecipient must:

- i. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that it is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
- ii. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- iii. Evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of Federal awards.
- iv. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- v. Take reasonable measures to safeguard protected personally identifiable information and other information DHS, FEMA, IEMA or the County designate as sensitive or Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

3.11 Audit Requirements.

(a) If Subrecipient expends \$750,000 or more in Federal awards (from all sources including pass-through subawards) during a fiscal year, Subrecipient shall arrange for a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subpart F. Such audit must be submitted to DHSEM no later than nine (9) months after the end of the Subrecipient's fiscal year.

(b) If Subrecipient expends less than \$750,000 in Federal awards during its fiscal year and is not subject to the audit requirements in subsection (a), Subrecipient must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Subrecipient expends between \$500,000 and \$749,999 in Federal and State awards combined, Subrecipient must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Subrecipient shall submit these financial statement audit reports to DHSEM either within,

- i. 30 calendar days after receipt of the auditor's report(s) or
- ii. 180 calendar days after the end of the audit period, whichever is earlier.

3.12 Project or Budget Revisions. The Subrecipient shall only use the funds provided under this Agreement for the itemized expenditures identified in the Project's Scope/Budget Detail Worksheet (Exhibit B) and shall not spend more than the specified amount for each such itemized expenditure. The Subrecipient may request, in writing, approval from DHSEM to modify the expenditures itemized or the



amounts specified in any Scope/Budget Detail Worksheet. Any request for project or budget revisions must be submitted for review and approval to the County using the Program Project Modification Request Form (Exhibit E). This request shall be submitted in the form and manner specified by the DHSEM. The Subrecipient must obtain DHSEM's written approval prior to making an expenditure that is not in compliance with a Scope/Budget Detail Worksheet.

3.13 Project Completion. Subrecipient shall complete the Project ("Project Completion"), which includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Expiration Date of this Agreement ("Project Completion Deadline"). The Subrecipient shall pay out the funds, submit to DHSEM a final report and documentation of expenditures made, and submit to DHSEM all requests for payment no later than forty-five (45) days after the Project Completion Deadline. DHSEM has the discretion, and reserves the right, to not reimburse the Subrecipient for an expenditure that does not comply with all the requirements established in this paragraph.

3.14 Close Out Financial Report. Subrecipient must submit to DHSEM a final close-out financial report and narrative using the format provided in Exhibit K by **July 17, 2020**.

3.15 Record Keeping. Subrecipient shall (1) maintain records for equipment, non-expendable personal property, and real property and (2) as often as deemed necessary by DHS, FEMA, IEMA, County or any of their duly authorized representatives, permit DHS, FEMA, IEMA, Auditor General, Attorney General or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement. This provision requires, at a minimum, that Subrecipient shall:

- i. Cooperate with any compliance review or complaint investigation conducted by the DHS, FEMA, IEMA or the County,
- ii. Maintain appropriate backup documentation, and
- iii. Comply with all other special reporting, data collection and evaluation requirements as may be required by DHS, FEMA, IEMA or the County.

Subrecipient acknowledges the funds provided by this Agreement are federal pass-through funds that must be accounted for in the jurisdiction's single audit, if required, pursuant to the Uniform Guidance.

3.16 Remedies for Noncompliance.

(a) Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 3.4, above, the Federal Awarding Agency, IEMA or the County shall have the right to take one or more of the actions set forth in 2 C.F.R. § 200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the



Subaward shall not be considered allowable under the Subaward unless allowed under 2 C.F.R. § 200.342. Subrecipient shall be liable to the Federal Awarding Agency, IEMA or the County for any Subaward funds used by Subrecipient in violation of any Requirements, and Subrecipient shall indemnify and hold harmless the County for any sums the Federal Awarding Agency or IEMA determines Subrecipient used in violation of such Requirements.

(b) Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal Awarding Agency, IEMA or the County in accordance with the provisions set forth in 2 C.F.R. § 200.341.

3.17 Termination. Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by DHS, IEMA or the County as set forth in 2 C.F.R. § 200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 C.F.R. § 200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Subaward shall survive and continue in full force and effect with respect to any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

## **ARTICLE IV PAYMENT**

4.1 Basis of Payment. The Subrecipient will be reimbursed on a cost reimbursement basis for allowable Project costs incurred and paid directly by the Subrecipient pursuant to the Scope/Budget Detail Worksheet (Exhibit B). The Subrecipient must submit reimbursement request forms to DHSEM for each reimbursement request as detailed below in 4.2.

4.2 Method of Payment.

(a) Subrecipient will submit requests for reimbursement identifying the payment due for the Project costs incurred and paid directly by the Subrecipient in such detail and supported by such documents as the County may require using the Reimbursement Request Form (Exhibit G), including Original Invoices and Proof of Payment (*See*, Exhibit H for examples) and the Equipment Inventory Form (Exhibit I) if necessary. If the subrecipient paid for their Projects costs using checks, then a copy of the cancelled check(s) – front and back (showing bank stamp) – should be submitted. If a credit card was used, then card receipt along with the credit card statement should be submitted. If a bank transfer is used, then the journal entry from the agencies accounting system should be submitted. The requests for reimbursement and supporting documents should be sent via email to [DHSEM.Finance@cookcountyil.gov](mailto:DHSEM.Finance@cookcountyil.gov).

(b) The County will reject any reimbursement requests that include costs that were incurred or paid by any party other than the Subrecipient. The County will use reasonable efforts to respond to the Subrecipient's request for reimbursement within 30 calendar days after submission by either (i) processing



the payment or (ii) notifying the Subrecipient of the way in which the request is deficient and the adjustments the Subrecipient must make to receive payment. Within 15 days after receiving such notification from the County, and after completing such adjustment(s), the Subrecipient may resubmit a revised request for reimbursement form and the County thereafter will use reasonable efforts to respond to the Subrecipient's request within 15 days.

4.3 Waiver of Payment. The Subrecipient waives all rights to payment if the request for reimbursement is submitted after the termination or completion of this Agreement. Costs incurred by the Subrecipient after the Expiration Date or after earlier termination of this Agreement will not be paid by the County.

4.4. Allowable Costs. All costs allowed by the Federal Awarding Agency, IEMA and/or DHSEM are not considered final and may be disallowed upon the completion of audits ordered or performed by the County or the appropriate federal agency. In the event of a disallowance, the Subrecipient will refund the amount disallowed to the County.

4.5 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The County may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the County by the Federal funding source or (ii) the County determines that funds will not or may not be available for payment. The County shall provide notice, in writing, to Subrecipient of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.6 Certification. Pursuant to 2 C.F.R. § 200.415, each invoice and report submitted by Subrecipient must contain the following certification by an official authorized to legally bind the Subrecipient:

By signing this report/payment request, I certify to the best of my knowledge and belief that the report/payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

4.7 Overpayment. If DHSEM or a subrecipient determines there has been an overpayment of federal preparedness funds, duplicate payment, or any other instance in which the subrecipient has received funds that are not associated with an authorized expenditure, this amount must be returned to DHSEM. Any interest earned on the overpayment in excess of the maximum that may be retained shall be remitted to the DHSEM according to federal rules and regulations.



## ARTICLE V REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

Legal Authority. Subrecipient's execution of this Agreement is authorized by a resolution, ordinance or other evidence of legal authority from the Subrecipient's governing body. The signature of the individual signing on the Subrecipient's behalf has been made with complete and full authority to commit the Subrecipient to all the terms and conditions of this Agreement. Subrecipient must provide evidence of signature authority and the Subrecipient Signature Authorization Form (Exhibit F) to the County with the executed Agreement.

No Misstatements. No document furnished or to be furnished by Subrecipient to the County in connection with this Agreement, any reimbursement request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

Eligibility to Receive Federal Funds. By executing this Agreement, Subrecipient represents and warrants it is eligible to receive federal funds, and specifically certifies as follows:

- (a) Subrecipient is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented by the DOJ at 2 CFR Part 2867.
- (b) Subrecipient complies with 31 U.S.C. § 1352, *Limitation on Use of Appropriated Funds to Influence Federal Contracting and Financial Transactions*, as implemented by the DOJ at 28 CFR Part 69.
- (c) Subrecipient complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 701 *et seq.*, and will continue to provide a drug-free workplace as required under that Act and implementing regulations. *See*, 2 CFR Part 182, Subpart B.
- (d) Subrecipient is not delinquent in the repayment of any federal debt, including without limitation, delinquent audit disallowances, loans, taxes, and any outstanding debts with the Treasury.

Subrecipient acknowledges that the foregoing representations, warranties and certifications of eligibility to receive federal funds are material terms of the Agreement.



## ARTICLE VI REQUIRED CERTIFICATIONS AND ASSURANCES

Subrecipient shall be responsible for compliance with the certifications and assurances enumerated in any of the Requirements to the extent that same apply to Subrecipient including without limitation the following:

- a. No Pending Application(s) Disclosure. Subrecipient has no pending request(s) for funding to support the same project being funded under this Agreement and that seeks to cover the identical cost items outlined in the Project's Scope/Budget Detail Worksheet. If Subrecipient cannot so certify, it shall complete, execute and submit a *Disclosure of Pending Applications* form (Exhibit J) upon execution of this Agreement.
- b. Debarment. Subrecipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.
- c. Criminal Convictions. Subrecipient certifies that neither it nor any managerial agent of Subrecipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or that at least five (5) years have passed since the date of the conviction.
- d. Federal Funding Accountability and Transparency Act of 2006. Subrecipient certifies that it is in compliance with the terms and requirements of 31 U.S.C. § 6101.
- e. Lobbying and Political Activities. Subrecipient certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal Contract, the making of any federal grant, the making federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress relating to this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. See, <https://ojp.gov/funding/Apply/Resources/Disclosure.pdf>



- iii. The undersigned shall require that the language of the foregoing two subsections be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- f. Hatch Act. Subrecipient certifies it will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- g. Privacy and Personally Identifiable Information. Subrecipient agrees to comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of Subaward approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. § 22.23. See, <https://ojp.gov/ovc/pubs/victimswithdisabilities/pdf/PrivacyCertificate.pdf>.

## **ARTICLE VII CIVIL RIGHTS COMPLIANCE**

Subrecipient will comply, as applicable, with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulations for this statute are codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*, which prohibits discrimination on the basis of gender in educational programs and activities. The DHS regulations for this statute are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- c) The Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. The implementing regulation for this statute is codified at 28 C.F.R. Part 35.
- d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. The FEMA regulation for this statute is codified at 44 C.F.R. Part 7, Subpart E.



e) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulation for this statute is codified at 6 C.F.R. Part 15.

f) The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.

## **ARTICLE VIII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

8.1 Records Retention. Subrecipient shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the Subaward, adequate to comply with 2 C.F.R. § 200.333, unless a different retention period is specified in 2 C.F.R. § 200.333. If any litigation, claim or audit related to the purchases contemplated herein is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

8.2 Accessibility of Records. Subrecipient, in compliance with 2 C.F.R. § 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized County representatives, the County's Inspector General, Federal authorities, any person identified in 2 C.F.R. § 200.336, and any other person as may be authorized by the County (including auditors) or by the City of Chicago. Subrecipient shall cooperate fully in any such audit or inquiry.

8.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VIII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

8.4 Monitoring and Access to Information. Subrecipient must monitor its activities to assure compliance with applicable Requirements and to assure its performance expectations are being achieved. County shall monitor the activities of Subrecipient to assure compliance with all requirements and performance expectations of the award. An annual monitoring visit is expected and will be scheduled with a 30-day notification. Subrecipient shall timely submit all financial and performance reports, and shall supply, upon the County's request, documents and information relevant to the Subaward. The County may make site visits as warranted by program needs. *See*, 2 C.F.R. § 200.328 and § 200.331.



## **ARTICLE IX EQUIPMENT OR PROPERTY REQUIREMENTS**

9.1 Equipment and Procurement. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 C.F.R. § 200.313. For the purposes of this Article t, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000 but acquired under the "Equipment" category of the Grant must also be listed on the Equipment Listing

9.2 Use. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

9.3 Availability for Like Programs. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency. In addition, in accordance with applicable DHS, FEMA, IEMA and Cook County policies and requirements, Subrecipient shall make the Equipment and supplies available to other authorized entities, including call out for mutual aid and interagency regional emergency responses.

9.4 Prohibition against Disposition/Encumbrance. Subrecipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Term without prior approval of the County. Any real property acquired using Grant Funds must comply with the requirements of 2 C.F.R. § 200.311.

9.5. Equipment Listing. Subrecipient must maintain a list of each piece of Equipment acquired with its Subaward. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Equipment Listing within ten (10) business days and the updated list shall immediately be forwarded to DHSEM. Equipment records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) DHSEM asset tag number, and (k) any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the Subrecipient in accordance with 2 C.F.R. § 200.313 (d) (1).

9.6 Identification Decal. All Equipment obtained under this Agreement must have an appropriate identification decal and asset tag (provided by DHSEM) affixed to it and, when practical, must be affixed where it is readily visible.

9.7 Inventory. A physical inventory of the Equipment must be taken by the Subrecipient and the



results reconciled with the Equipment Listing at least once every two years or prior to any site visit by Federal or County auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Listing to DHSEM, in the frequency as above.

9.8. Transfer of Equipment. County shall have the right to require that Subrecipient transfer to County any equipment, including title thereto, purchased in whole with Subaward funds, if County determines that Subrecipient has not met the conditions of 2 C.F.R. § 200.439(a). County shall notify Subrecipient in writing should County require the transfer of such equipment. Upon such notification by County, and upon receipt or delivery of such equipment to County, Subrecipient will be deemed to have transferred the equipment to County as if Subrecipient had executed a bill of sale therefor.

## **ARTICLE X INSURANCE**

10.1 Insurance coverage. As required by 2 C.F.R. § 310, Subrecipient must, at a minimum, provide insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

10.2. Claims. If a claim is submitted for losses related to real or personal property, or both, purchased in whole with funds from this Agreement, any recovered monies shall be surrendered to County.

## **ARTICLE XI INDEMNIFICATION; LIABILITY**

11.1 Indemnification. Subrecipient agrees to indemnify and hold harmless the County and its Commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the Subrecipient's performance or nonperformance of this Agreement, or the acts or omissions of the Subrecipient's officers, agents, employees, contractors, subcontractors, licensees or invitees. Subrecipient expressly understands and agrees that any performance bond or insurance protection required of the Subrecipient, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

11.2 Liability. The County assumes no liability for actions of the Subrecipient under this Agreement, including, but not limited to, the negligent acts and omissions of the Subrecipient's agents, employees, and subcontractors in their performance of the Subrecipient's duties as described under this Agreement. In addition, the County makes no representations, or warranties, express or implied, as to fitness for use, condition of, or suitability of any equipment purchased pursuant to this Agreement, except as those representations are made by the manufacturer of said equipment. As to the nature and condition of said equipment, in the use of said equipment, the Subrecipient agrees to hold County harmless for any defects



or misapplications. To the extent allowed by law, the Subrecipient agrees to hold harmless County against any and all liability, loss, damage, costs, or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the Agreement by the Subrecipient, with the exception of acts performed in conformance with an explicit, written directive of the County or DHSEM.

## **ARTICLE XII NOTICE**

12.1 The individuals identified in this section shall be authorized to act as the liaisons of the County and the Subrecipient, respectively, with respect to this Agreement:

**Notices to the County/DHSEM shall be addressed to:**

Ellen O'Connor, Grant Coordinator  
Cook County Department of Homeland Security and Emergency Management  
69 West Washington Street, Suite 2600  
Chicago, Illinois 60602  
[ellen.oconnor@cookcountyil.gov](mailto:ellen.oconnor@cookcountyil.gov)

**Notices to Subrecipient shall be addressed to:**

David Preissig, Director of Public Works & Village Engineer  
Village of Burr Ridge  
7660 County Line Rd  
Burr Ridge, IL 60527  
[dpreissig@burr-ridge.gov](mailto:dpreissig@burr-ridge.gov)

12.2 The Subrecipient must notify the County of any significant change in the Subrecipient's organizational structure. Significant changes include, but are not limited to, changes in:

- i. The official(s) to whom notice regarding the Agreement is provided and their mailing address; and
- ii. The Subrecipient's leadership, key staff and/or the Subrecipient's program sites, including the Chief or executive director, site director, fiscal director; name, ownership, Federal employer identification number (FEIN), DUNS number or taxpayer certification; legal status (including not-for-profit status); site address or agency official address or telephone numbers; and the location or storage site of any Equipment purchased through this Agreement.

Such communication must be directed within ten (10) calendar days of such occurrence (or, in the case of changes in legal status (including not-for-profit status), address, name, ownership, FEIN or taxpayer certification, forty-five (45) days in advance) to the County. No promise or undertaking made in this Agreement is an assurance that the County agrees to continue this Agreement should the Subrecipient



reorganize, change owners, or otherwise substantially change the character of the Subrecipient's structure, function, or purpose.

### **ARTICLE XIII MISCELLANEOUS**

13.1 Assignment Prohibited. Subrecipient acknowledges that this Agreement (including Subrecipient's right to receive payments hereunder) may not be sold, assigned, or transferred in any manner by Subrecipient. Any actual or attempted sale, assignment, or transfer by Subrecipient without the prior written approval of the County shall render this Agreement null, void and of no further effect.

13.2 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

13.3 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

13.4 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

13.5 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. The County does not waive sovereign immunity by entering into this Agreement.

13.6 Compliance with Law. This Agreement and Subrecipient's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations and Cook

13.7 Compliance with Freedom of Information Act. Upon request, Subrecipient shall make available to the County all documents in its possession that the County deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

13.8 Office of the Independent Inspector General. Subrecipient agrees it will abide by all provisions of the Cook County Code of Ordinances pertaining to the authority of the Office of the Independent Inspector General and acknowledges it is unlawful for any person subject to the jurisdiction of said office to refuse to cooperate with the Independent Inspector General.

13.9 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

13.10 Attachments. This Agreement has the following attachments which are incorporated into this



Agreement as if set out:

|            |   |
|------------|---|
| Exhibit A: | 2017 UASI Grant Agreement                             |
| Exhibit B: | Scope of Services and Budget Detail Worksheet         |
| Exhibit C: | NIMS – Sample Resource Typing Form and Guidance       |
| Exhibit D: | Sample of Authorized Equipment List with Hyperlink    |
| Exhibit E: | Program/Project Modification Request Form             |
| Exhibit F: | Subrecipient Signature Authorization Form             |
| Exhibit G: | Reimbursement Request Form                            |
| Exhibit H: | Sample of Proof of Payment & Copy of Original Invoice |
| Exhibit I: | Equipment Inventory Form                              |
| Exhibit J: | Disclosure of Pending Applications Form               |
| Exhibit K: | Final Close-Out Financial Report                      |

In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

13.11 Entire Agreement. Subrecipient and County acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Subrecipient or County.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.



**IN WITNESS WHEREOF**, this Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

**ON BEHALF OF COOK COUNTY:**

\_\_\_\_\_  
William M. Barnes Jr., Executive Director  
Department of Homeland Security and Emergency Management

Date: \_\_\_\_\_

**ON BEHALF OF THE VILLAGE OF BURR RIDGE, ILLINOIS :**

\_\_\_\_\_  
J. Douglas Pollock, Village Administrator

Date: \_\_\_\_\_



**EXHIBIT A**  
**2017 UASI GRANT AGREEMENT**





**INTERGOVERNMENTAL GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY  
AND  
Cook County, DHSEM**

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and Cook County, DHSEM (Grantee), with its principal office at 69 West Washington Street, Suite 2600, Chicago, Illinois 60602-3178 hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS  
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

- 1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 963219725 is Grantee's correct DUNS number, that 36-6006541 is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.
- 1.2. Amount of Agreement. Grant Funds shall not exceed \$20,361,280.17. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
- 1.3. Identification Numbers. The Federal Award Identification number is EMW-2017-SS-00051-501. The Catalogue of Federal Domestic Assistance Number (CFDA) is 97.067. The Catalog of State Financial Assistance (CSFA) Number is 588-00-0455.
- 1.4. Term. This Agreement shall be effective on October 1, 2017, and shall expire on August 31, 2020, unless terminated pursuant to this Agreement.
- 1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.



1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Illinois Emergency Management Agency**

By: Jennifer Ricker  
Jennifer Ricker, Interim Director

Date: 1/4/18

By: Jennifer Johnson  
Jennifer Johnson, Chief Legal Counsel

Date: 1/2/18

By: Brett Cox  
Brett Cox, Chief Fiscal Officer

Date: 1/4/18

**Cook County, DHSEM**

By: William Barnes  
William Barnes, Executive Director

Date: 12/21/17

By: \_\_\_\_\_  
Signature of Designee

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_



**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is a governmental entity.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:



"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.



"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.



**ARTICLE IV  
PAYMENT**

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All



interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

## ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.



**ARTICLE VI  
BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII  
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.



(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) Source Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit G of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.



- (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
- (iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## **ARTICLE VIII REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the



debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.



(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

#### **ARTICLE IX CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.



**ARTICLE X  
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI  
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007



generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.



**ARTICLE XIII  
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such,



without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

#### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

#### ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted



to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3. Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.5. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

#### ARTICLE XVI TERMINATION; SUSPENSION

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and



the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

i. Grantor expressly authorizes them in the notice of suspension or termination; and

ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII**  
**SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.



**ARTICLE XVIII  
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX  
REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX  
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.



**ARTICLE XXI  
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317–200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.



**ARTICLE XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV  
INSURANCE**

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV  
LAWSUITS**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.



**ARTICLE XXVI  
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.



26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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**EXHIBIT A**

**PROJECT DESCRIPTION**

The Grantor has been awarded funds from the Federal Emergency Management Agency (FEMA) under the FFY 2017 Homeland Security Grant Program (HSGP). The purpose of the FFY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The Grantee will utilize the HSGP grant funds in accordance with this purpose as outlined within the Grantee's approved FFY 2017 Attachment A.



**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Deliverables are directly related to the successful completion of the expenditures and projects listed in the approved Budget Detail Worksheet and Project Implementation Worksheet.

The Budget Detail Worksheet in Attachment A outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that specifically listed in the Budget Detail Worksheet. If the Grantee has included personnel expenses in its Budget Detail Worksheet, the Grantee is prohibited from incurring any costs for such personnel expenses until the Grantor provides written approval to the Grantee that DHS FEMA GPD has waived grant limitations on personnel costs.

The Project Implementation Worksheet in Attachment A provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific outcomes and sequential milestones that will be accomplished by the Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goals of the project.



**EXHIBIT C**

**PAYMENT**

The Grantee's total compensation and reimbursement shall not exceed the sum of \$\$20,361,280.17.

The Grantee must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to the Grantor's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to the Grantor in accordance with the Grantor's policy and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantor will not reimburse the Grantee for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance herein. The Grantee shall maintain appropriate records of actual costs incurred and submit expenditure information to the Grantor.



**EXHIBIT D**  
**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: Ashley Fleck  
Title: Program Manager  
Address: 2200 South Dirksen Parkway Springfield,  
Springfield, Illinois 62703  
Phone: 217/557-4758  
E-mail Address: [Ashley.Fleck@illinois.gov](mailto:Ashley.Fleck@illinois.gov)

**GRANTEE CONTACT**

Name: Monique Caston  
Title: Grant Coordinator  
Address: 69 West Washington Street, Suite 2600  
Chicago, Illinois 60602-3178  
Phone: 312/603/8186  
E-mail Address: [Monique.Caston@cookcountyil.gov](mailto:Monique.Caston@cookcountyil.gov)  
Additional Information: \_\_\_\_\_



**EXHIBIT E**

**PERFORMANCE MEASURES**

The Grantee shall provide a quarterly update of the Project Implementation Worksheet in Attachment A to IEMA within fifteen (15) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the Agreement.

The Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Agreement.

The Grantee also must submit a final After Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).



**EXHIBIT F**  
**PERFORMANCE STANDARDS**

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.



**EXHIBIT G**  
**SPECIFIC CONDITIONS**

**NONE.**



**PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

**NONE.**



### PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity and the requirements set forth therein. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement.
2. All sub-awards issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA.
3. The Grantee is required to maintain adoption and implementation of the National Incident Management System.
4. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
5. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements. The Grantee shall return to the Grantor all grant funds that are not expended or that are received from the Grantor in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to the Grantor within 45 days, if applicable. The Grantor may recapture those funds in accordance with state and federal laws and regulations. The Grantee's failure to comply with any one of the terms of this Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.
6. The Grantee agrees that funds under this award will be used to supplement, but not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
7. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.



8. The Grantee acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a Grantor or Grantee purchases ownership with federal support. The Grantee shall affix the applicable copyright notice of 17 USC 401 or 402. The Grantee is subject to requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards. The Grantee agrees to consult with DHS FEMA GPD, through IEMA, regarding the allocation of any patent and intellectual property rights that arise from, or are purchased with, this funding. All publications created through this Agreement shall prominently contain the following statement: *"This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security, or the State of Illinois."*
9. The Grantee shall acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
10. Title to equipment acquired by the Grantee with federal funds vests with the Grantee. "Equipment" means tangible, nonexpendable property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The Grantee shall use, manage, and dispose of equipment acquired under this Agreement in accordance with federal and state laws, procedures, and policies. All equipment purchased with funding received through this Agreement shall be used for the entire useful life of the equipment in accordance with the purpose stated in Attachment A. Any variation to the intended use of the equipment outlined in this agreement by the Grantee must be approved in writing by the Grantor.
11. If the Grantee collects PII, the Grantee is required to have a publicly-available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
12. The Grantee must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest, or reproduction of flags or likenesses of DHS agency or Coast Guard officials.
13. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.



**EXHIBIT B**  
**SCOPE OF SERVICES AND BUDGET DETAIL WORKSHEET**





## Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient - Scope of Services & Budget Detail Worksheet

Grantee Organization: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

Program Category: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

Scope of Services: \_\_\_\_\_

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**Budget Detail:**

| Operating Expenses                                 | Award Amount |
|--|--------------|
| Training   | \$           |
| Consumable Expenses (Training)                     | \$           |
| Exercise   | \$           |
| Personal Protection Equipment (PPE)                | \$           |
| Equipment Less Than \$5,000                        | \$           |
| Supplies   | \$           |
| <i>Other, please specify:</i>                      | \$           |
| <b>Sub-Total</b>                                   | \$           |
| <b>Capital Equipment (Asset More Than \$5,000)</b> |              |
| Computer Equipment                                 | \$           |
| Infrastructure Upgrades                            | \$           |
| Security Upgrades                                  | \$           |
| Other Equipment                                    | \$           |
| <i>Other, please specify:</i>                      | \$           |
| <b>Sub-Total</b>                                   | \$           |
| <b>TOTAL AWARDED</b>                               | \$           |

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**TO BE COMPLETED BY DHSEM**

Sub-Recipient DUNS Number: \_\_\_\_\_

DHSEM Staff Name (Print): \_\_\_\_\_

DHSEM Staff Signature: \_\_\_\_\_



**EXHIBIT C**  
**NIMS – SAMPLE RESOURCE TYPING FORM**



**EXHIBIT C**

### Grant-Funded Typed Resource Report

**Tool Instructions:**

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

[illegible]



**EXHIBIT D**  
**SAMPLE FEMA - AUTHORIZED EQUIPMENT LIST (Use Hyperlink)**



**EXHIBIT D****Cook County Department of Homeland Security and Emergency Management  
(SAMPLE) FEMA Authorized Equipment List (Partial Listing - Use Hyperlink)**<https://www.fema.gov/authorized-equipment-list>

| <b>AEL #</b> | <b>Title</b>   |              |  |
|--------------|--|--------------|--|
| 01WF-01-COLD | Outerwear, Cold Weather, Wildland Fire Fighting Protective | 04HW-02-BARC | Equipment, Bar Code Reading and Printing                 |
| 02EX-00-EXTR | Materials, Energetic, Bomb Squad Training                  | 04HW-02-RFID | Devices, Radio Frequency Identification                  |
| 03OE-01-VSTO | Vests, Operational   | 04MD-01-VCAM | Camera, Video  |
| 03OE-02-FIBR | Systems, Fiber Optic                                       | 04MD-02-PROJ | Projector, Video   |
| 03OE-03-DAMS | Devices, Containment/Diversion                             | 04MD-03-DISP | Display, Video   |
| 03OE-03-LOTO | System, Lock Out/Tag Out                                   | 04SN-01-PTMS | Station, Portable Meteorological                         |
| 03OE-04-BALA | Balaclava, Fire Resistant                                  | 04SN-01-XMIT | Transmission Device, Wireless, Remote Sensor             |
| 03OE-07-ROBT | Robots   | 04SW-04-NETW | Software, Network  |
| 03OE-07-ROVL | Vehicles, Remotely Operated, Land                          | 04SW-05-SCAD | System, SCADA (Supervisory Control and Data Acquisition) |
| 03OE-07-SUAS | System, Small Unmanned Aircraft                            | 05AU-00-BIOM | Device, Biometric User Authentication                    |
| 03OE-07-UMVS | System, Unmanned Maritime Vehicle                          | 05AU-00-TOKN | System, Remote Authentication                            |
| 04AP-01-CADS | System, Dispatch, Computer Aided                           | 05EN-00-ECRP | Software, Encryption                                     |
| 04AP-02-AVLS | Systems, Automatic Vehicle Locating (AVL)                  | 05EN-00-ETRN | Encryption, Data Transmission                            |
| 04AP-02-DGPS | Device, Global Positioning System (GPS)                    | 05HS-00-FRNS | Software, Forensic                                       |
| 04AP-02-OAPT | System, Operations Area Personnel Tracking                 | 05HS-00-MALW | Software, Malware Protection                             |
| 04AP-03-GISD | Data, Geospatial   | 05HS-00-PFWL | System, Personal Firewall                                |
| 04AP-03-GISS | System, Geospatial Information (GIS)                       | 05NP-00-FWAL | Firewall, Network  |
| 04AP-04-RISK | Software, Risk Management                                  | 05NP-00-IDPS | System, Intrusion Detection/Prevention                   |
| 04AP-05-CDSS | Systems and Tools, ICS                                     | 05NP-00-SCAN | Tools, Vulnerability Scanning                            |
| 04AP-05-CRED | System, Credentialing                                      | 05NP-00-SEIM | System, Security Event/Incident Management               |
| 04AP-05-SVIS | Software, Operational Space Visualization                  | 05PM-00-PTCH | System, Patch/Configuration Management                   |
| 04AP-06-CBRN | Software, CBRNE/Commercial Chemical/Hazard                 | 06CC-01-CELL | Communications and Computing Device, Handheld            |
| 04AP-06-PMOD | Software, Plume Modeling                                   | 06CC-02-2WAY | Device, Messaging, 2-Way Text                            |
| 04AP-06-TRAF | Software, Traffic Modeling                                 | 06CC-02-DSAD | Device, Data Service Access                              |
| 04AP-07-INVN | Software, Equipment Tracking and Inventory                 | 06CC-02-PAGE | Services/Systems, Paging                                 |
| 04AP-08-SIMS | Simulators   | 06CC-03-SATB | Phone, Satellite Base                                    |
| 04AP-09-ALRT | Systems, Public Notification and Warning                   | 07ED-04-LASR | Detector, Explosive, Laser-Based, Standoff               |
| 04AP-10-GNAI | System, Artificial Intelligence                            | 10PE-01-PCHG | Chargers, Phone and Radio                                |
| 04HW-01-INHW | Hardware, Computer, Integrated                             | 10PE-01-WCHG | Chargers, Power Chair                                    |
| 04HW-01-MOBL | Computer, Mobile Data                                      | 11RE-00-RFCB | References, CBRNE  |
| 11RE-00-RFDB | Databases, Reference                                       | 19AF-01-FEED | Equipment and Supplies, Feeding Support                  |
| 11RE-00-RFEX | References, Field Expedient                                | 19AF-01-HYGN | Equipment and Supplies, Personal Hygiene                 |



| <b>AEL #</b> | <b>Title</b>   |              |   |
|--------------|--|--------------|---|
| 11RE-00-RFNC | Reference Materials, Non-CBRNE                                   | 19AF-01-MOB  | Equipment, Mobility Support   |
| 12TR-00-H2OT | Trailer, Water/Source  | 19AF-02-BACC | Bedding and Accessories, Service Animal                               |
| 12TR-00-MOVR | Mover, Prime, for Equipment/Water Trailers                       | 19AF-02-RELF | Relieving Stations, Service Animal                                    |
| 12TR-00-TEQP | Trailer, Equipment   | 19FD-01-IRAT | Rations, Initial Deployment   |
| 12VE-00-ABUS | Vehicle, Mass Casualty Transport                                 | 19FD-01-URAT | Rations, Unit-Feeding   |
| 12VE-00-CMDV | Vehicle, Command, Mobile   | 19FD-01-WATR | Water, Potable, Packaged  |
| 12VE-00-MISS | Vehicle, Specialized Mission                                     | 19GN-00-BGPK | Bags / Packs  |
| 12VE-00-SPEC | Vehicle, Specialized Emergency Management                        | 19GN-00-COMP | Compressors and Systems, Breathing Air                                |
| 13IT-00-INTL | Systems, Intelligence Sharing                                    | 19GN-00-FANE | Fan, Intrinsically Safe, Exhaust                                      |
| 14CI-00-COOP | System, Information Technology Contingency Operations            | 19GN-00-FANV | Fan, Cooling/Heating/Ventilation                                      |
| 14EX-00-BCAN | Receptacles, Trash, Blast-Resistant                              | 19GN-00-FUEL | Container, Fuel Storage   |
| 14EX-00-BSIR | Systems, Building, Blast/Shock/Impact Resistant                  | 19GN-00-H2OD | System, Water Distribution  |
| 14SW-01-DOOR | Doors and Gates, Impact Resistant                                | 19GN-00-HSSF | Housing, Subsistence and Sanitation                                   |
| 14SW-01-EXTM | System, Fire Extinguisher Monitoring                             | 19GN-00-OPCK | Overpack  |
| 14SW-01-LITE | Lighting, Area, Fixed  | 19GN-00-RFGR | Refrigerator/Freezer  |
| 14SW-01-PACS | System, Physical Access Control                                  | 19MH-00-BULK | Equipment, Bulk Material Handling                                     |
| 14SW-01-SIDP | Systems, Personnel Identification                                | 19MH-00-CART | Cart, Field   |
| 14SW-01-SIDV | Systems, Vehicle Identification                                  | 19MH-00-CHMS | Containers, Hazardous Material Shipping                               |
| 14SW-01-SNSR | Sensors/Alarms, System and Infrastructure Monitoring, Standalone | 19MH-00-CONT | Containers, Storage   |
| 14SW-01-VIDA | Systems, Video Assessment, Security                              | 19MH-00-CPAC | Carts, Portable Air Cylinder  |
| 14SW-01-WALL | Barriers: Fences; Jersey Walls                                   | 19MH-00-CPGC | Carts, Portable Compressed Gas Cylinder                               |
| 14SW-02-RADR | Systems, Radar   | 19SS-00-SHEL | Systems, Shelter, Rapid Deployment                                    |
| 14SW-02-SONR | Systems, Sonar   | 19SS-00-SHEN | System, Environmental Control   |
| 14SW-02-VBAR | Barriers, Vessel   | 19SS-00-SHEP | System, Collective Protective   |
| 16AC-01-ACRS | Equipment and Supplies, Small Animal Capture and Restraint       | 20CS-01-AFIS | Equipment, Fingerprint Processing and Identification                  |
| 16AD-03-RFID | Radio Frequency Information Devices                              | 20CS-02-EVID | Systems and Equipment, Evidence Collection                            |
| 16AD-03-TAGS | Tags and markers   | 20CS-02-SUPP | Equipment and Supplies, Crime Scene Processing                        |
| 17WC-00-BOAT | Watercraft, CBRNE Prevention and Response                        | 20CS-02-UVLT | Equipment, Alternate Light Source Detection                           |
| 18AC-00-ACFT | Aircraft, CBRNE  | 20TE-00-NTRY | Equipment, Tactical Entry   |
| 18AC-00-ACMC | Equipment/Kits, Aircraft Mass Casualty Conversion                | 21GN-00-CCEQ | Equipment, Citizen Corps  |
| 18AC-00-ACUP | Equipment and Upgrades, Aircraft, CBRNE                          | 21GN-00-CNST | Consulting Services in Support of Equipment Acquisition               |
| 19AF-01-CHLD | Equipment and Supplies, Infants and Children                     | 21GN-00-INST | Installation  |
| 19AF-01-COMM | Equipment, Communications and Sensory Support                    | 21GN-00-LEAS | Leasing of Space for Equipment Storage                                |
| 21GN-00-SHIP | Shipping   | 21GN-00-MAIH | Maintenance, HDER   |
| 21GN-00-TRNG | Training   | 21GN-00-MAIN | Maintenance   |
| 21GN-00-XMLP | Programming for XML Compliance                                   | 21GN-00-OCEQ | Equipment & Supplies, Information/Emergency Operations/Fusion Centers |







**EXHIBIT E**  
**PROGRAM/PROJECT MODIFICATION REQUEST FORM**









## Cook County Department of Homeland Security and Emergency Management Sub-Recipient Program/Project Modification Request Form

Sub-Recipient Organization: \_\_\_\_\_

Program Category: \_\_\_\_\_

Request Date: \_\_\_\_\_

Budget Expense Category: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

Type of Modification: \_\_\_\_\_

Scope of Services: \_\_\_\_\_

**Instructions** - Please respond to the questions below. Incomplete forms will not be considered. **Note:** The term of the agreement can only be modified by DHSEM and approved by the State of Illinois (IEMA).

1. Is the modification requested within the original approved category? Please explain.

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2. Will the modification request allow for the project to be completed within the original performance period of the project?

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3. Have the original project objectives for the project been accomplished?

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4. Please list all Authorized Equipment List (AEL) numbers, a brief description of the equipment, per unit cost estimate, and number of units (if applicable). For training costs, list the FEMA approved training course numbers that apply to this modification (if applicable).

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5. Provide a justification for the project modification. What is the modification your organization would like to make and why is the project modification being requested? Please include details.

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Please indicate the proposed associated budget impacts below (if applicable).

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Sub-Recipient Authorized Signatory

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_





**Cook County Department of Homeland Security and Emergency Management  
Sub-Recipient Program/Project Modification Request Form**

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THIS SECTION TO BE COMPLETED BY DHSEM

Grant Coordinator

Director of Finance

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

☐ Approved    ☐ Denied

☐ Approved    ☐ Denied

COMMENTS:

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**EXHIBIT F**  
**SUBRECIPIENT SIGNATURE AUTHORIZATION FORM**





## Cook County Department of Homeland Security and Emergency Management Sub-Recipient Signature Authorization Form

Name of Entity: \_\_\_\_\_

### THIS SECTION TO BE COMPLETED BY DHSEM

Contract # \_\_\_\_\_ FY: \_\_\_\_\_ Fund: \_\_\_\_\_ Project: \_\_\_\_\_

Urban Areas Security Initiative Program (UASI) \_\_\_\_\_

Grant Program and Year \_\_\_\_\_ Grant Start Date \_\_\_\_\_ Grant End Date \_\_\_\_\_ CFDA# \_\_\_\_\_

### THIS SECTION TO BE COMPLETED BY SUB-RECIPIENT

Sub-Recipient Contact Name (Point of Contact) \_\_\_\_\_

Agency FEIN# \_\_\_\_\_

Address \_\_\_\_\_

DUNS # \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Sub-Recipient Contact Phone# \_\_\_\_\_

Sub-Recipient Contact Email \_\_\_\_\_

Sub-Recipient Contact Fax # \_\_\_\_\_

***THIS DOCUMENT IS PART OF THE AGREEMENT BETWEEN DHSEM AND THE SUB-RECIPIENT IDENTIFIED ABOVE.***

The person whose signature is furnished below is hereby authorized to sign reimbursement request forms and other related documents for the UASI Grant program indicated above and funded by DHSEM via a grant award. Upon acceptance of this grant award, the following information is needed to complete your grant sub-agreement and should be emailed to DHSEM as soon as possible to [DHSEM.Finance@cookcountyl.gov](mailto:DHSEM.Finance@cookcountyl.gov).

Signatory Name (Print): \_\_\_\_\_

Signatory Titles (Print): \_\_\_\_\_

Signatory Signature: \_\_\_\_\_

Describe any limitations on the above person's authority here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF THIS APPROVAL: \_\_\_\_\_

This form is to be completed as part of executing a Sub-Recipient agreement identified by the above fund and contract number. Completing this form is one of the conditions necessary to receive funds from Cook County DHSEM. A copy of this form must be on file for all persons with authorization and approved by an individual of higher authority than the person being granted authority.



**EXHIBIT G**  
**REIMBURSEMENT REQUEST FORM**





## EXHIBIT G

## Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient Reimbursement Request Form

Sub-Recipient Organization: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

Project Name: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

Submittal Date: \_\_\_\_\_

Submittal # \_\_\_\_\_

**Instructions** - Please use the space below to provide the amount and a description of the expense you are seeking reimbursement for in the appropriate approved expenditure category shown below. This form must be submitted with the supporting invoice(s) documenting the expense(s) incurred and proof that the expense(s) has been paid by you before the expense is considered for review and approval for reimbursement.

| Expenditure Category   | Total Award Amount | AEL# | Reimbursement Amount Requested | Balance of Award Available | Notes |
|--|--------------------|------|--------------------------------|----------------------------|-------|
| <b>Operating Expense</b>                                       |                    |      |                                |                            |       |
| Training   | \$                 |      | \$                             | \$                         |       |
| Consumable Expenses  | \$                 |      | \$                             | \$                         |       |
| Personal Protection Equipment (PPE)                            | \$                 |      | \$                             | \$                         |       |
| Exercise   | \$                 |      | \$                             | \$                         |       |
| Equipment Less Than \$5,000 per 1 Item                         | \$                 |      | \$                             | \$                         |       |
| Supplies   | \$                 |      | \$                             | \$                         |       |
| Other (please specify)   | \$                 |      | \$                             | \$                         |       |
| <b>Sub-Total</b>   | <b>\$</b>          |      | <b>\$</b>                      | <b>\$</b>                  |       |
| <b>Capital Expense (Asset Greater Than \$5,000 per 1 Item)</b> |                    |      |                                |                            |       |
| Computer Equipment   | \$                 |      | \$                             | \$                         |       |
| Infrastructure Upgrades  | \$                 |      | \$                             | \$                         |       |
| Security Upgrades  |                    |      |                                |                            |       |
| Other (please specify)   | \$                 |      | \$                             | \$                         |       |
| <b>Sub-Total</b>   | <b>\$</b>          |      | <b>\$</b>                      | <b>\$</b>                  |       |
| <b>TOTAL</b>   | <b>\$</b>          |      | <b>\$</b>                      | <b>\$</b>                  |       |

Sub-Recipient Authorized Signatory:

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

DHSEM Reviewer:

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT H**  
**SAMPLE OF PROOF OF PAYMENT & ORIGINAL INVOICE**



## Exhibit H – Proof of Payment

**[Sample Check]**

|   |  |   |
|---|--|---|
| <b>Organization Name</b><br>1234 Sample Ave.<br>Anywhere, USA |  | Must be prior to end<br>of Grant Date <b>1011</b>                         |
| <b>Date</b> _____   |  |   |
| <b>Name of Vendor</b>   |  |   |
| Pay to the Order of _____ \$                                  |  | <div style="border: 1px solid black; padding: 2px;">Same as Invoice</div> |
| Same as Invoice _____ Dollars                                 |  |   |
| <b>Invoice # and PO # if applicable</b><br>Memo _____         |  | <b>Authorized Signature(s)</b><br>_____                                   |
| <b>⑆065201666⑆</b><br>↑<br>Routing / ABA Number               | <b>87654321 ⑆</b><br>↑<br>Account Number | <b>1011</b><br>↑<br>Check Serial Number                                   |



1. If equipment or services are purchased with a check, include the invoice (proof of expense) and obtain a front and back copy of the canceled check image that corresponds with the check number used for payment.
2. Check must be written out to Vendor.
3. Amount requested should match amount paid to vendor.
4. Invoice number should be on the check and/or Purchase Order number.
5. If equipment or services are purchased with a credit card, then print a copy of the bank or credit card statement that shows your proof of payment, include the credit card receipt.
6. Retain proof of all correspondence with the grantor (DHSEM) concerning your payment(s).



**Name of Vendor**  
**Remit To: Address of Vendor**

# INVOICE

Vendor Information Below:

Street Address  
 City, ST ZIP Code  
 Phone Enter phone | Fax Enter fax  
 Email | Website

**INVOICE #** 1959  
**DATE** July 31, 2019

**TO:** Sub-Recipient Name  
 Organization Name  
 Street Address  
 City, ST ZIP Code  
 Phone Enter phone | Email

**FOR** Project or service description  
**P.O. #** If Needed

| Description   | Number of Items | Cost per Item | Total per Item |
|---|-----------------|---------------|----------------|
| <b>Description and serial number for each item.</b> | 3               | \$100         | \$300          |
| Enter description 2                                 |                 |               | Enter amount   |
| Enter description 3                                 |                 |               | Enter amount   |
| Enter description 4                                 |                 |               | Enter amount   |

**This is a sample Invoice from your Vendor.**

**Please have the following information on each invoice:**

Name of Vendor, Address and Remit to Address  
 Organization's Name and Address where items were delivered  
 Invoice Number, Invoice Date  
 Name of Project (if possible) and PO number used (if applicable)  
 Description of Item(s) purchased include serial numbers on invoice (if possible)  
 Number of Items purchased and cost of each individual item with total of all (see above example)  
 Grand Total for the Invoice should match the amount reimbursed

**Please Note:** There should be **NO** Sales Taxes Paid

|              |                           |
|--------------|---------------------------|
| <b>Total</b> | <b>Enter total amount</b> |
|--------------|---------------------------|

Make all checks payable to **Name of Vendor**

**Remit To: Address of Vendor**

Payment is due within 30 days.

If you have any questions concerning this invoice, contact Name | Phone | Email

THANK YOU FOR YOUR BUSINESS!







**EXHIBIT I**  
**EQUIPMENT INVENTORY FORM**





## Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient Equipment Inventory Form

Grantee Organization: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

Program Category: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

**Instructions** - Please complete and submit this form for any capital equipment purchases approved in the grant agreement. Capital equipment is defined as those items whose fair market value is \$5,000 or greater and whose useful life is more than one year. This form must be submitted with the Reimbursement Request Form when reimbursement is being sought.

Purchase Amount: \$ \_\_\_\_\_

Purchase Date: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Model #: \_\_\_\_\_

Serial #: \_\_\_\_\_

AEL #: \_\_\_\_\_

Estimated Useful Life: \_\_\_\_\_

DHSEM Tag # (if applicable): \_\_\_\_\_

Item Description:

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Sub-Recipient Authorized Signatory

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

### TO BE COMPLETED BY DHSEM

#### DHSEM Master Asset List

DHSEM Data Entered By: \_\_\_\_\_

Date Entered: \_\_\_\_\_

#### DHSEM Physical Inspections

DHSEM Inspector

Inspection Date

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**EXHIBIT J**  
**DISCLOSURE OF PENDING APPLICATIONS FORM**





## Cook County Department of Homeland Security and Emergency Management UASI Subrecipient Disclosure of Pending Application Form

Grantee Organization: \_\_\_\_\_

DHSEM Contract #: \_\_\_\_\_

Program Category: \_\_\_\_\_

UASI Grant Award Year: 20\_\_\_\_

The Cook County Department of Homeland Security and Emergency Management (DHSEM), as administrator of Federal grants, is responsible for ensuring compliance with federal, state, and local laws and regulations in the performance of grant work with regard to DHSEM Grantees.

Grantees are to disclose whether they have pending or awarded applications for federally funded assistance that include requests for funding to support the same project being proposed under this grant and will cover the identical cost items outlined in their application to DHSEM. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will be sub-awarding federal funds). This information is needed to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

If \_\_\_\_\_ does not have any current or pending applications that was submitted within the last 12 months for federally funded assistance (through federal, state, or local agencies that will be sub-awarding Federal funds) that include requests for funding to support the same project (as mentioned in your Edward Byrne Justice Assistance Grant [JAG] Program grant application), and will cover the identical cost items outlined in the application then, please certify the following statement is true, check the box and fill in your organization's name.

"\_\_\_\_\_ does not have pending applications submitted within the last 12 months for federally funded assistance, which includes requests for funding to support the same project being proposed under the UASI Grant Program, and will cover the identical cost items outlined in the application." ☐ TRUE

If \_\_\_\_\_ does have a current or pending application as described above, please check the most appropriate box below and provide the following information in a separate document using the example outlined below with all pending or awarded applications submitted within the last 12 months. ☐ YES ☐ NO

Grantees that have pending or awarded applications must show:

1. The Federal or State funding agency.
2. The solicitation name/project name.
3. The point of contact information at the applicable funding agency.

### EXAMPLE

| Federal or State Funding Agency | Project Name | Point of Contact at Funding Agency | Application Date |
|---------------------------------|--------------|------------------------------------|------------------|
|                                 |              |                                    |                  |

### Sub-Recipient Authorized Signatory

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT K**  
**FINAL CLOSE-OUT FINANCIAL REPORT**



| 2017 Homeland Security Grant Program - Urban Area Security Initiative<br>Attachment A: Budget Detail Worksheet |                              |           |                                 |                                     |                                      |            |  | TOTAL PROJECT REQUEST                              |                                      | <input type="checkbox"/> New (1st submission)<br><input type="checkbox"/> Updated/corrected<br><input type="checkbox"/> FINAL |                          |
|--|------------------------------|-----------|---------------------------------|-------------------------------------|--------------------------------------|------------|--|--|--------------------------------------|---|--------------------------|
| Subrecipient Name  |                              |           |                                 |                                     |                                      |            |  |  | Date                                 |   |                          |
| Line   | Subrecipient Contract Number | Category  | Description of Product/Services | FTE (# if subject to Personnel Cap) | Subject to Personnel Cap (\$ Amount) | EHP (YorN) |  | Line Item Cost Attributable to Organization (UASI) | Proposed Change to UASI Budget (+/-) | New Budget After Proposed Change (UASI)   | LETPA (UASI) (\$ Amount) |
| 1  |                              | Equipment |                                 | 0                                   | \$ -                                 | N          |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 2  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 3  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 4  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 5  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 6  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 7  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 8  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 9  |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| 10   |                              |           |                                 |                                     | \$ -                                 |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |
| Project Subtotal   |                              |           |                                 |                                     |                                      |            |  | \$ -   | \$ -                                 | \$ -  | \$ -                     |

| Category Legend           | Notice of Funding Opportunity (NOFO) Information  |
|---------------------------|---|
| Planning                  | <a href="https://www.grants.gov/web/grants/search-grants.html">https://www.grants.gov/web/grants/search-grants.html</a> Click on FY 2017 HSGP NOFO 6 1 17 900 FINAL.pdf |
| Organization              |   |
| Equipment (Provide AEL #) | Law Enforcement Terrorism Prevention Activity (LETPA) Definition  |
| Training                  | See Page 62 of the NOFO   |
| Exercises                 |   |
| M&A                       | Personnel Cap Definition  |
|                           | <a href="http://www.fema.gov/pdf/government/grant/bulletins/info358.pdf">http://www.fema.gov/pdf/government/grant/bulletins/info358.pdf</a>                             |

NOTE: Once the New Budget Total has been approved, you will use that total as your total cost column numbers.

EXHIBIT K - SAMPLE PAGE OF FINAL CLOSEOUT REPORT  
FULL REPORT WILL BE EMAILED TO SUBRECIPIENT





April 20, 2020

Mayor Gary Grasso  
Village of Burr Ridge  
7660 County Line Road  
Burr Ridge, IL 60527

Dear Mayor Grasso,

We are called to serve those living in our communities and to help meet their physical and relational needs. When people need help or find it difficult to meet their own needs, it is our responsibility to do what we can to help them. Now that we find ourselves in the midst of the COVID-19 pandemic, it becomes more important than ever.

There is simply not enough funding to care for every senior who needs our help now in Burr Ridge. Quite frankly, knowing that there are seniors who fall through the cracks is unacceptable to those of us who care about our residents.

#### **This Is Where Our Partnership Can Help**

For over 40 years, DSCC has been serving the needs of seniors in DuPage County with home delivered meals, well-being checks, minor home repairs and other needed services. Our dedicated staff and volunteers meet the needs of seniors in Burr Ridge day in and day out.

#### **Our Investment In Burr Ridge**

In Burr Ridge, last year alone, DSCC invested over **\$11,000** in serving seniors in need. But that investment is greater than the amount of funds that are available for Burr Ridge, which means we have a shortfall. This shortfall is likely to increase and could impact the needed services that we provide.

#### **We Have A Plan**

The strategic plan for DSCC includes a continued investment in Burr Ridge so that the growing needs of the senior population can be met.

Here is how you can help DSCC and seniors in Burr Ridge:

- Continue with your support and investment in DSCC.
- Learn more about how DSCC cares for seniors in Burr Ridge.
- Get involved with DSCC as a partner, volunteer and as an advocate.

As you continue to partner with DSCC, you continue to take an active role in your commitment to your senior residents. Knowing that DSCC has been consistently supporting Burr Ridge through the years should assure you that your financial support will be multiplied many times over.

Being a consistent partner with DSCC, you can be assured that seniors who are in need will have access to our programs and services that will help them live independently in Burr Ridge. Without proper funding, the services that seniors depend on may be reduced or eliminated.



For more information on DSCC and how we have been serving senior residents in Burr Ridge, please see the next few pages.

Thank you,



Marilyn Krolak  
Executive Director

cc: J. Douglas Pollock, Village Administrator  
Jerry Sapp, Finance Director

encl: *Attachment A – Past Support & Request for Funding*  
*Attachment B – Report of Services for the Village of Burr Ridge*



## **Report of Services for the Village of Burr Ridge FY2019 (10/1/18-09/30/19)**

### **About Those We Serve**

Every community has a vulnerable senior population that need us. These elderly persons have earned respect and deserve to live with dignity; however, many of them have become frail or otherwise lack the resources to provide for their own needs and rely on others for help.

In fact, most of our clients are homebound seniors who live alone, and nearly 99% of them are at or below the poverty level. DSCC is a safety net for many individuals who might not otherwise eat a meal during the course of the day, have someone to help with a task or simply have someone to check in on them.

### **Who Helps Us Help The Seniors**

DSCC historically receives approximately half our funding from federal and state grants, but this proportion continues to drop substantially. The State of Illinois continues to face a fiscal crisis which jeopardizes state funding for community-based services, like those we provide. That is why support from the municipalities we serve is needed now more than ever so that we can maintain service levels for seniors and avoid cutting critical life-saving components.

### **How We Help Seniors**

DSCC is a non-profit agency committed to seniors and operates several programs, including the “Meals on Wheels” program in DuPage County. Since starting in 1975, our mission has been to promote the ability of elderly persons to live in dignity with as much independence as possible.

We live our mission and serve the senior community in many ways. Below are a few of the services that seniors in Burr Ridge depend on the most:

#### Home Delivered Meals and Community Dining

***We’ve delivered 1,000 meals to 20 unduplicated seniors in Burr Ridge last year***

Home Delivered Meals (“Meals on Wheels”) are packed and delivered each weekday (Monday-Friday) to frail homebound seniors in Burr Ridge by DSCC staff and volunteers who have been trained in safe food handling. We also have several Community Dining Sites located throughout DuPage County that provide an opportunity for seniors to socialize, participate in activities, and receive valuable health and wellness information. All meals served are low salt, fresh, hot and are ready to eat. Special dietary meals are available such as diabetic. Vegetarian meals are available upon request. Each meal is equivalent to 1/3 of the Dietary Reference Intake for adults 60 and over.



Health and Wellness Education

***We've educated approximately 25 senior residents each month in Burr Ridge last year.***

Keeping seniors informed about issues and topics that are important to them is important. DSCC offers a variety of educational information directly to seniors through monthly presentations at our Community Dining Sites, and special visits from our volunteers and staff to our homebound seniors. As seniors become aware of preventive measures and helpful topics, they can help improve their health and wellness and avoid the loss of their independence.

Well Being Checks and Emergency Follow-Ups

***We've performed over 700 Well Being Checks and Emergency Follow-up for seniors in Burr Ridge last year.***

Every senior who receives service from us also receives a Well Being Check, which allows DSCC to observe any changes in a senior's physical or mental health or physical surroundings. This extra step has resulted in several documented cases where staff and volunteers have saved lives by finding a fallen or injured senior or uncovered a dangerous household situation.

When we find a senior is not at home when they should be, our Emergency Follow-Up procedure allows crucial collaboration between the Burr Ridge police and fire departments to make sure every senior is safe and accounted for.

These Well Being checks and Emergency Follow-Up procedures provide a real cost-savings to Burr Ridge when compared to the cost of EMT services.

Friendly Visits & Assistance

***We've performed over 2 Friendly Visits for seniors living in Burr Ridge last year.***

For help with smaller household tasks, companionship and socialization, DSCC offers our Friendly Visit & Assistance service. Many seniors just need a little help from time to time with taking out the garbage, moving furniture and heavy items or getting Christmas decorations down from a shelf. At other times, they may just need someone to talk to. Our volunteers take the time to interact and engage with seniors who could benefit from a friendly visit. **We encourage Burr Ridge to refer potential individuals to us for this service.**

Home Maintenance Program

***We've performed over 1 Minor Home Repairs & Yard Clean Up Services to seniors living in Burr Ridge last year.***

Living alone as a senior has its challenges and everyday tasks can be impossible or dangerous for seniors. DSCC's Home Maintenance program provides low-cost minor home repairs to assist older persons with basic home responsibilities associated with daily living.



Some examples of common home maintenance include repairing or replacing leaky faucets or toilets and installing smoke and carbon monoxide detectors, light fixtures, locks or deadbolts. Additional services which enhance seniors' safety and security include installing bath benches,

grab bars, and non-slip strips, as well as repairing and reinforcing walkway steps and stair railings.

In cases where homes require larger repair services, DSCC also offers estimates and provides contractor referrals to seniors. These services help seniors stay in their homes longer.

#### Yard Clean Ups

Some seniors who live alone in their homes find it hard to keep their yards clean and safe. That's why we offer Yard Clean Ups. For three weekends during the spring and fall, groups of DSCC volunteers help seniors with various outside chores such as raking leaves, gardening, trimming shrubs, and other yard tasks.



VILLAGE OF BURR RIDGE

8D

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 6/8/2020

PAYMENT DATE: 6/9/2020

FISCAL 20-21

| FUND | FUND NAME              | PAYABLE              | TOTAL<br>AMOUNT      |
|------|------------------------|----------------------|----------------------|
| 10   | General Fund           | \$ 86,861.46         | \$ 86,861.46         |
| 23   | Hotel/Motel Tax Fund   | 16,546.35            | 16,546.35            |
| 41   | Debt Service Fund      | 59,700.00            | 59,700.00            |
| 51   | Water Fund             | 6,837.06             | 6,837.06             |
| 52   | Sewer Fund             | 817.50               | 817.50               |
| 61   | Information Technology | 18,661.83            | 18,661.83            |
|      | TOTAL ALL FUNDS        | <u>\$ 189,424.20</u> | <u>\$ 189,424.20</u> |

PAYROLL

PAY PERIOD ENDING May 30, 2020

|                | TOTAL                       |
|----------------|-----------------------------|
|                | PAYROLL                     |
| Administration | 35,764.96                   |
| Finance        | 7,873.50                    |
| Police         | 116,194.74                  |
| Public Works   | 20,961.41                   |
| Water          | 22,329.87                   |
| Sewer          | 7,634.40                    |
| TOTAL          | <u>\$ 210,758.88</u>        |
| GRAND TOTAL    | <u><u>\$ 400,183.08</u></u> |



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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
EXP CHECK RUN DATES 06/08/2020 - 06/08/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN

Page: 1/6

| GL Number   | Invoice Line Desc                | Vendor                     | Invoice Date | Invoice            | Amount    |
|---|----------------------------------|----------------------------|--------------|--------------------|-----------|
| Fund 10 General Fund                              |                                  |                            |              |                    |           |
| Dept 0000 Assets, Liabilities, Fund Bal           |                                  |                            |              |                    |           |
| 10-0000-22-2220                                   | Health Insurance Reimbursement   | Barbara Popp               | 05/28/20     | 05/28/20           | 1,096.91  |
| Total For Dept 0000 Assets, Liabilities, Fund Ba. |                                  |                            |              |                    | 1,096.91  |
| Dept 0300 Revenues                                |                                  |                            |              |                    |           |
| 10-0300-31-3120                                   | Refund Overpayment of Scavenger  | Environmental Recycling &  | 05/28/20     | 05/28/20           | 500.00    |
| Total For Dept 0300 Revenues                      |                                  |                            |              |                    | 500.00    |
| Dept 1010 Boards & Commissions                    |                                  |                            |              |                    |           |
| 10-1010-40-4040                                   | Chicago Tribune 4 Weeks          | Chicago Tribune            | 05/29/20     | 05/29/20           | 27.72     |
| 10-1010-40-4042                                   | 11/03/19 & 01/21/20 Lunch Board  | Gary Grasso                | 05/21/20     | 05/21/20           | 119.85    |
| 10-1010-50-5030                                   | Cell Phone Grasso, G             | Gary Grasso                | 06/01/20     | 06/01/20           | 50.00     |
| 10-1010-80-8010                                   | Retirement Party Supplies/Sympat | Julie Tejkowski            | 05/21/20     | 05/21/20           | 120.67    |
| 10-1010-80-8010                                   | Lunch for E. Walter              | Spring Forest Deli         | 05/04/20     | 05/04/20           | 24.50     |
| Total For Dept 1010 Boards & Commissions          |                                  |                            |              |                    | 342.74    |
| Dept 2010 Administration                          |                                  |                            |              |                    |           |
| 10-2010-40-4040                                   | Annual Subscription              | Crains Chicago Business    | 05/01/20     | 05/01/20           | 169.00    |
| 10-2010-40-4042                                   | Reimburse Mileage Walter, E      | Evan B. Walter             | 05/28/20     | 05/28/20           | 32.20     |
| 10-2010-50-5020                                   | Permit 9250 Forest Edge Drive    | Urban Forest Management Ir | 05/08/20     | 200501             | 303.75    |
| 10-2010-50-5025                                   | Budget Filing FY 20-21           | FedEx                      | 05/27/20     | 702247773          | 40.06     |
| 10-2010-50-5030                                   | Cell Phone - Admin               | Verizon Wireless           | 04/21/20     | 9853055147         | 234.35    |
| 10-2010-50-5075                                   | Plan Review Permit 20-045        | B&F Construction Code Serv | 05/12/20     | 53718              | 225.00    |
| 10-2010-50-5075                                   | Building Examinations May20      | Don Morris Architects P.C. | 05/31/20     | 05/31/20           | 1,920.00  |
| 10-2010-50-5075                                   | Inspections May20                | Don Morris Architects P.C. | 05/31/20     | 05/31/20           | 1,670.00  |
| 10-2010-60-6010                                   | 5000 Masks/50 Face Shields Covid | JoJo Couture LLC           | 05/04/20     | 2998               | 4,248.84  |
| 10-2010-60-6010                                   | Disposable Masks Covid-19        | JoJo Couture LLC           | 05/06/20     | 3027               | 1,648.00  |
| 10-2010-60-6010                                   | Masks Covid-19                   | Walgreen's                 | 05/18/20     | 05/18/20           | 59.89     |
| Total For Dept 2010 Administration                |                                  |                            |              |                    | 10,551.09 |
| Dept 4010 Finance                                 |                                  |                            |              |                    |           |
| 10-4010-40-4040                                   | IGFOA Annual Membership          | IGFOA                      | 04/20/20     | 04/20/20           | 242.00    |
| 10-4010-40-4042                                   | Covid-19 Forecasting Seminar     | IGFOA                      | 05/06/20     | 620025             | 35.00     |
| 10-4010-40-4042                                   | Forecasting Training             | IGFOA                      | 05/07/20     | 2964030            | 35.00     |
| 10-4010-50-5030                                   | Wireless Hot Spot Covid-19       | AT&T Mobility              | 05/22/20     | 287298234225 May20 | 257.97    |
| 10-4010-50-5030                                   | Cell Phone - Finance             | Verizon Wireless           | 04/21/20     | 9853055147         | 46.87     |
| 10-4010-50-5060                                   | Successor Auditor Documentation  | BKD, LLP                   | 05/29/20     | BK01230468         | 625.00    |
| 10-4010-60-6000                                   | Replacement Calculator           | Amazon.com Credit          | 04/29/20     | 11132396660940226  | 60.99     |
| 10-4010-60-6000                                   | Office Supplies FIN              | Amazon.com Credit          | 04/29/20     | 11183416176932216  | 23.92     |
| Total For Dept 4010 Finance                       |                                  |                            |              |                    | 1,326.75  |
| Dept 4020 Central Services                        |                                  |                            |              |                    |           |
| 10-4020-60-6010                                   | Pump Center Office Supplies Covi | Amazon.com Credit          | 05/06/20     | 11420637888606628  | 39.95     |
| 10-4020-60-6010                                   | Kitchen Supplies PD              | Amazon.com Credit          | 04/14/20     | 11251434351289846  | 56.86     |
| 10-4020-60-6010                                   | Kitchen Coffee Supplies VH       | Commercial Coffee Service, | 05/21/20     | 158116             | 109.45    |
| Total For Dept 4020 Central Services              |                                  |                            |              |                    | 206.26    |
| Dept 5010 Police                                  |                                  |                            |              |                    |           |
| 10-5010-40-4040                                   | 2020-21 Membership Dues          | Ill. Police Accreditation  | 05/11/20     | 05/11/20           | 100.00    |
| 10-5010-50-5030                                   | Cell Phone - Police              | Verizon Wireless           | 04/21/20     | 9853055147         | 987.34    |
| 10-5010-50-5051                                   | Maintenance Vehicles PD          | Amazon.com Credit          | 05/08/20     | 11118773110790633  | 8.99      |
| 10-5010-50-5051                                   | Maintenance-Vehicles PD          | Amazon.com Credit          | 05/11/20     | 11168592739153069  | 13.98     |
| 10-5010-50-5051                                   | Maintenance-Vehicles PD          | Amazon.com Credit          | 05/15/20     | 11138392633293015  | 20.97     |
| 10-5010-50-5051                                   | Maintenance-Vehicles PD          | Amazon.com Credit          | 05/15/20     | 11126405119958651  | 17.98     |



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| GL Number                        | Invoice Line Desc                | Vendor                     | Invoice Date | Invoice           | Amount    |
|----------------------------------|----------------------------------|----------------------------|--------------|-------------------|-----------|
| Fund 10 General Fund             |                                  |                            |              |                   |           |
| Dept 5010 Police                 |                                  |                            |              |                   |           |
| 10-5010-50-5051                  | Maintenance-Vehicles             | B & E Auto Repair Service  | 05/06/20     | 136653            | 316.58    |
| 10-5010-50-5051                  | Squad 1703 Maintenance           | B & E Auto Repair Service  | 05/08/20     | 136662            | 51.95     |
| 10-5010-50-5051                  | Squad 1612 Maintenance           | B & E Auto Repair Service  | 05/12/20     | 136689            | 51.95     |
| 10-5010-50-5051                  | Squad 1705 Maintenance           | B & E Auto Repair Service  | 05/15/20     | 136709            | 66.43     |
| 10-5010-50-5051                  | Squad 1711 Maintenance           | B & E Auto Repair Service  | 05/18/20     | 136721            | 53.00     |
| 10-5010-50-5051                  | Maintenance Tire Repair          | B & E Auto Repair Service  | 05/18/20     | 136726            | 33.00     |
| 10-5010-50-5051                  | Squad 1809 Maintenance           | B & E Auto Repair Service  | 05/19/20     | 136728            | 24.95     |
| 10-5010-50-5051                  | Squad 1817 Maintenance           | Willowbrook Ford           | 05/19/20     | 6324683/2         | 590.32    |
| 10-5010-50-5051                  | Squad 1703 Maintenance           | Willowbrook Ford           | 05/20/20     | 6324729/1         | 272.18    |
| 10-5010-60-6010                  | Thermometer Covid-19             | Amazon.com Credit          | 05/07/20     | 11129080823745008 | 59.62     |
| 10-5010-60-6010                  | Media Discs                      | Amazon.com Credit          | 04/14/20     | 11247714611815429 | 48.98     |
| 10-5010-60-6010                  | Motorola Antenna                 | Amazon.com Credit          | 05/11/20     | 11160601533648263 | 82.75     |
| 10-5010-60-6010                  | Operating Supplies               | Amazon.com Credit          | 04/28/20     | 11230990033166642 | (29.52)   |
| 10-5010-60-6010                  | Operating Supplies PD            | Amazon.com Credit          | 05/08/20     | 11107558756317855 | 7.49      |
| 10-5010-60-6010                  | Metal Jacket                     | Kiesler's Police Supply, I | 05/04/20     | 134407            | 437.00    |
| 10-5010-60-6020                  | Gasoline & Oil                   | Wex Bank                   | 05/23/20     | 65544392          | 404.75    |
| Total For Dept 5010 Police       |                                  |                            |              |                   | 3,620.69  |
| Dept 6010 Public Works           |                                  |                            |              |                   |           |
| 10-6010-40-4032                  | Uniform rentals/cleaning         | Breens Inc.                | 05/19/20     | 390679            | 72.14     |
| 10-6010-40-4042                  | Replenish I Pass                 | Illinois Tollway           | 05/13/20     | 05/13/20          | 40.00     |
| 10-6010-50-5030                  | Cell Phone - PW                  | Verizon Wireless           | 04/21/20     | 9853055147        | 424.51    |
| 10-6010-50-5050                  | Maintenance-Equipment            | Tredroc Tire Services LLC  | 05/21/20     | 7430036739        | 1,337.40  |
| 10-6010-50-5051                  | Maintenance-Vehicles             | Auto Zone                  | 05/06/20     | 1936813481        | 86.39     |
| 10-6010-50-5051                  | Install Letters & Logos          | Car Reflections            | 05/27/20     | 20-97             | 1,185.00  |
| 10-6010-50-5051                  | Unit 26; Aerial boom equip. serv | Power Equipment Leasing Co | 05/11/20     | 1805              | 2,841.70  |
| 10-6010-50-5051                  | Unit 26; Aerial Equipment Repair | Power Equipment Leasing Co | 05/13/20     | 1858              | 927.10    |
| 10-6010-50-5051                  | Unit 16;brakes, steering, wheel  | Sandi Auto Truck Repair    | 05/19/20     | 34076             | 3,839.74  |
| 10-6010-50-5053                  | Street Sweeping Cycle            | Lakeshore Recycling System | 05/14/20     | PS321972          | 4,456.00  |
| 10-6010-50-5055                  | Maintenance - Traffic Signals    | Meade Electric Company, Ir | 05/30/20     | 692453            | 175.00    |
| 10-6010-50-5065                  | Village Street Lighting          | Constellation NewEnergy, I | 05/15/20     | 17451100001       | 1,435.50  |
| 10-6010-50-5065                  | ComEd Street Lighting            | Constellation NewEnergy, I | 05/29/20     | 72964612 May20    | 1,461.67  |
| 10-6010-50-5085                  | Shop Towel Rentals               | Breens Inc.                | 05/19/20     | 390679            | 4.50      |
| 10-6010-50-5085                  | Rentals Vactor Services          | DuPage County Stormwater M | 05/13/20     | BR1               | 8,000.00  |
| 10-6010-50-5095                  | Mosquito Abatement Services May  | Clarke Environmental Mosq  | 05/18/20     | 001010374         | 11,350.00 |
| 10-6010-50-5095                  | Mosquito Abatement Services June | Clarke Environmental Mosq  | 05/19/20     | 001010383         | 11,350.00 |
| 10-6010-50-5095                  | Reimburse for Mailbox damage     | Mr. & Mrs. Samuel Rapinchu | 05/15/20     | 05/15/20          | 82.86     |
| 10-6010-60-6010                  | Trash & Garbage Pickers          | Amazon.com Credit          | 05/13/20     | 11187352562010618 | 89.97     |
| 10-6010-60-6010                  | Operating Supplies PW            | Menards - Hodgkins         | 05/21/20     | 50345             | 93.15     |
| 10-6010-60-6010                  | Operating Supplies Covid-19      | Menards - Hodgkins         | 05/11/20     | 49579             | 28.84     |
| 10-6010-60-6010                  | Operating Supplies Covid-19      | Menards - Hodgkins         | 05/08/20     | 49364             | 24.24     |
| 10-6010-60-6010                  | Crushed Stone                    | Ozinga Materials, Inc.     | 05/29/20     | 110530            | 494.67    |
| 10-6010-60-6041                  | Supplies-Vehicles                | FleetPride, Inc.           | 05/06/20     | 51100796          | 51.52     |
| 10-6010-60-6042                  | Warning Signs; WATER ON ROAD     | Traffic Control & Protecti | 05/12/20     | 103969            | 929.10    |
| 10-6010-60-6050                  | Small Tools PW                   | Amazon.com Credit          | 05/06/20     | 11117739627304255 | 19.99     |
| 10-6010-60-6050                  | Small Tools                      | Trafic Services, Inc.      | 04/30/20     | 87226             | 190.00    |
| Total For Dept 6010 Public Works |                                  |                            |              |                   | 50,990.99 |
| Dept 6020 Buildings & Grounds    |                                  |                            |              |                   |           |
| 10-6020-50-5052                  | Quarterly monitoring - PD        | Alarm Detection Systems, I | 05/10/20     | 1564051035        | 294.78    |
| 10-6020-50-5052                  | PW Security Alarm Service        | Alarm Detection Systems, I | 05/13/20     | 527822            | 278.50    |
| 10-6020-50-5052                  | Maintenance-Buildings            | Cintas Fire Protection     | 05/22/20     | 94047070          | 106.00    |
| 10-6020-50-5052                  | Maintenance-Buildings            | Cintas Fire Protection     | 05/22/20     | 94047110          | 8.86      |



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 OPEN

| GL Number                               | Invoice Line Desc                                       | Vendor                     | Invoice Date | Invoice           | Amount    |
|---|---|----------------------------|--------------|-------------------|-----------|
| Fund 10 General Fund                    |   |                            |              |                   |           |
| Dept 6020 Buildings & Grounds           |   |                            |              |                   |           |
| 10-6020-50-5052                         | PW Fire Extinguishers; Inspect & Cintas Fire Protection |                            | 05/22/20     | 0F94047086        | 423.73    |
| 10-6020-50-5052                         | HVAC maintenance - Village Hall                         | Dynamic Heating & Piping C | 05/27/20     | 190062            | 1,768.00  |
| 10-6020-50-5052                         | HVAC maintenance - Police Statio                        | Dynamic Heating & Piping C | 05/27/20     | 190062            | 848.40    |
| 10-6020-50-5052                         | HVAC maintenance - Public Works                         | Dynamic Heating & Piping C | 05/27/20     | 190062            | 459.16    |
| 10-6020-50-5052                         | Maintenance-Buildings                                   | Goldy Locks, Inc.          | 05/27/20     | 682806            | 175.00    |
| 10-6020-50-5052                         | Emergency/ Exit Lights Installed                        | Rag's Electric, Inc.       | 05/19/20     | 22548             | 1,124.52  |
| 10-6020-50-5057                         | Turf Weed Control and Fertilizer                        | Desiderio Landscaping LLC  | 06/01/20     | 10065             | 36.29     |
| 10-6020-50-5057                         | Utility and Park Sites                                  | Desiderio Landscaping LLC  | 06/01/20     | 10065             | 124.46    |
| 10-6020-50-5057                         | Added Areas   | Desiderio Landscaping LLC  | 06/01/20     | 10065             | 238.76    |
| 10-6020-50-5058                         | Mat rentals - PW  | Breens Inc.                | 05/19/20     | 390675            | 20.50     |
| 10-6020-50-5058                         | Covid-19 Disinfecting extra serv                        | Eco-Clean Maintenance, Inc | 05/19/20     | 8728              | 980.50    |
| 10-6020-50-5058                         | Janitorial Services - PD                                | Eco-Clean Maintenance, Inc | 05/28/20     | 8727              | 673.74    |
| 10-6020-50-5058                         | Janitorial Services - VH                                | Eco-Clean Maintenance, Inc | 05/28/20     | 8727              | 855.36    |
| 10-6020-50-5058                         | Janitorial Services - PW                                | Eco-Clean Maintenance, Inc | 05/28/20     | 8727              | 401.28    |
| 10-6020-50-5080                         | Public Works  | Flagg Creek Water Reclamat | 05/26/20     | 008917000May20    | 19.25     |
| 10-6020-50-5080                         | Police Station  | NICOR Gas                  | 05/19/20     | 66468914693 May20 | 210.90    |
| 10-6020-50-5080                         | Village Hall Garage                                     | NICOR Gas                  | 05/18/20     | 57961400009       | 37.91     |
| 10-6020-50-5080                         | Village Hall  | NICOR Gas                  | 05/18/20     | 47025700007 May20 | 332.21    |
| 10-6020-50-5080                         | Rustic Acres  | NICOR Gas                  | 05/18/20     | 81110732419 May20 | 54.47     |
| 10-6020-60-6010                         | Batteries for disinfectior Covid-                       | Amazon.com Credit          | 05/14/20     | 11115617195201810 | 243.99    |
| 10-6020-60-6010                         | Disinfectant Spray Bottles Covid                        | Amazon.com Credit          | 05/06/20     | 11426125016873045 | 31.98     |
| 10-6020-60-6010                         | First Aid Supplies PD                                   | AUCA Western First Aid & S | 05/15/20     | 5-003550          | 60.41     |
| 10-6020-60-6010                         | First Aid Supplies PW                                   | AUCA Western First Aid & S | 05/21/20     | 5-003586          | 145.76    |
| 10-6020-60-6010                         | Eyewash Maintenance                                     | AUCA Western First Aid & S | 05/21/20     | 5-003587          | 129.00    |
| 10-6020-60-6010                         | 4 cases of Bleach                                       | Eco-Clean Maintenance, Inc | 05/19/20     | 8729              | 116.00    |
| 10-6020-60-6010                         | Countertop Shields Covid-19                             | Government Forms and Suppl | 05/21/20     | 0321271           | 1,020.00  |
| 10-6020-60-6010                         | Freight   | Government Forms and Suppl | 05/21/20     | 0321271           | 109.74    |
| 10-6020-60-6010                         | Gloves Covid-19   | Industrial Electric Supply | 05/21/20     | 93860             | 75.00     |
| 10-6020-60-6010                         | Sanitizing & Disinfecting Wipes                         | Industrial Electric Supply | 05/28/20     | 7023              | 450.00    |
| 10-6020-60-6010                         | Operating Supplies                                      | Menards - Hodgkins         | 05/11/20     | 49606             | 18.99     |
| 10-6020-60-6010                         | Partitions Admin Covid-19                               | Robotunits, Inc.           | 05/15/20     | 80020739          | 5,086.40  |
| 10-6020-60-6010                         | Disinfecting Wipes                                      | Walgreen's                 | 04/28/20     | 04/28/20          | 9.77      |
| 10-6020-60-6010                         | Lysol Wipes   | Walgreen's                 | 04/27/20     | 04/27/20          | 38.94     |
| 10-6020-70-7010                         | Improvements  | Rollins Aquatic Solutions  | 05/15/20     | 4179              | 1,217.47  |
| Total For Dept 6020 Buildings & Grounds |   |                            |              |                   | 18,226.03 |
| Total For Fund 10 General Fund          |   |                            |              |                   | 86,861.46 |
| Fund 23 Hotel/Motel Tax Fund            |   |                            |              |                   |           |
| Dept 7030 Special Revenue Hotel/Motel   |   |                            |              |                   |           |
| 23-7030-50-5069                         | Municipal Campus  | Desiderio Landscaping LLC  | 06/01/20     | 10065             | 4,019.36  |
| 23-7030-50-5069                         | Medians and Gateways                                    | Desiderio Landscaping LLC  | 06/01/20     | 10065             | 4,148.33  |
| 23-7030-50-5069                         | County Line Rd at I55                                   | Desiderio Landscaping LLC  | 06/01/20     | 10065             | 1,003.81  |
| 23-7030-50-5069                         | Spring and Fall Cleanup                                 | Desiderio Landscaping LLC  | 06/01/20     | 10065             | 609.60    |
| 23-7030-50-5069                         | Turf Weed Control and Fertilizer                        | Desiderio Landscaping LLC  | 06/01/20     | 10065             | 1,402.08  |
| 23-7030-50-5069                         | Utility and Park Sites                                  | Desiderio Landscaping LLC  | 06/01/20     | 10065             | 753.85    |
| 23-7030-50-5069                         | Roadside Mowing   | Desiderio Landscaping LLC  | 06/01/20     | 10065             | 1,038.86  |
| 23-7030-50-5069                         | Added Areas   | Desiderio Landscaping LLC  | 06/01/20     | 10065             | 1,081.53  |
| 23-7030-50-5069                         | Vet Memorial Spec. Landscape Mai                        | Premier Landscape Contract | 05/29/20     | 96415             | 363.43    |
| 23-7030-50-5075                         | Beg Fib Whopper Red/Brnz                                | Ron Clesen's Ornamental Pl | 05/13/20     | 59761             | 1,102.50  |
| 23-7030-50-5075                         | Imp x Sunpatien Cmpct Hot Coral                         | Ron Clesen's Ornamental Pl | 05/13/20     | 59761             | 260.00    |
| 23-7030-50-5075                         | Imp x Sunpatien Compct White                            | Ron Clesen's Ornamental Pl | 05/13/20     | 59761             | 728.00    |
| 23-7030-50-5075                         | Delivery  | Ron Clesen's Ornamental Pl | 05/13/20     | 59761             | 35.00     |



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| Fund 23 Hotel/Motel Tax Fund                    |                                  |                            |              |                    |           |
| Dept 7030 Special Revenue Hotel/Motel           |                                  |                            |              |                    |           |
| Total For Dept 7030 Special Revenue Hotel/Motel |                                  |                            |              |                    | 16,546.35 |
| Total For Fund 23 Hotel/Motel Tax Fund          |                                  |                            |              |                    | 16,546.35 |
| Fund 41 Debt Service Fund                       |                                  |                            |              |                    |           |
| Dept 4030 Debt Service                          |                                  |                            |              |                    |           |
| 41-4030-80-8117                                 | Interest-Debt Crt Series 2017    | US Bank                    | 04/27/20     | 1590151            | 59,700.00 |
| Total For Dept 4030 Debt Service                |                                  |                            |              |                    | 59,700.00 |
| Total For Fund 41 Debt Service Fund             |                                  |                            |              |                    | 59,700.00 |
| Fund 51 Water Fund                              |                                  |                            |              |                    |           |
| Dept 6030 Water Operations                      |                                  |                            |              |                    |           |
| 51-6030-40-4032                                 | Uniform rentals/cleaning         | Breens Inc.                | 05/19/20     | 390679             | 79.18     |
| 51-6030-50-5030                                 | Well Pumping Line                | AT&T                       | 04/22/20     | 630325420904 Apr20 | 305.31    |
| 51-6030-50-5030                                 | Cell Phone - Water               | Verizon Wireless           | 04/21/20     | 9853055147         | 477.35    |
| 51-6030-50-5030                                 | Cell Phone - Water Modems        | Verizon Wireless           | 04/21/20     | 9853055147         | 179.28    |
| 51-6030-50-5052                                 | Utility and Park Sites           | Desiderio Landscaping LLC  | 06/01/20     | 10065              | 390.30    |
| 51-6030-50-5052                                 | Turf Weed Control and Fertilizer | Desiderio Landscaping LLC  | 06/01/20     | 10065              | 36.29     |
| 51-6030-50-5052                                 | HVAC maintenance - Pump Center   | Dynamic Heating & Piping C | 05/27/20     | 190062             | 386.46    |
| 51-6030-50-5080                                 | Well #4                          | COMED                      | 05/15/20     | 0029127044 May20   | 615.41    |
| 51-6030-60-6010                                 | Mulch                            | Hinsdale Nurseries, Inc.   | 05/11/20     | 1668015            | 40.00     |
| 51-6030-70-7000                                 | Sensus 1.5-inch Omni C2 Water Me | Core & Main LP             | 05/12/20     | M334556            | 3,855.00  |
| 51-6030-70-7000                                 | Sensus 1.5-inch LF Brass Flange  | Core & Main LP             | 05/12/20     | M334556            | 225.00    |
| 51-6030-70-7000                                 | Equipment                        | Hach Company               | 03/19/20     | 11886352           | 247.48    |
| Total For Dept 6030 Water Operations            |                                  |                            |              |                    | 6,837.06  |
| Total For Fund 51 Water Fund                    |                                  |                            |              |                    | 6,837.06  |
| Fund 52 Sewer Fund                              |                                  |                            |              |                    |           |
| Dept 6040 Sewer Operations                      |                                  |                            |              |                    |           |
| 52-6040-40-4032                                 | Uniform rentals/cleaning         | Breens Inc.                | 05/19/20     | 390679             | 24.63     |
| 52-6040-50-5030                                 | Cell Phone - Sewer Modems        | Verizon Wireless           | 04/21/20     | 9853055147         | 29.88     |
| 52-6040-70-7010                                 | 2019 MWRD Program                | RJN Group, Inc.            | 05/26/20     | 349706             | 762.99    |
| Total For Dept 6040 Sewer Operations            |                                  |                            |              |                    | 817.50    |
| Total For Fund 52 Sewer Fund                    |                                  |                            |              |                    | 817.50    |
| Fund 61 Information Technology Fund             |                                  |                            |              |                    |           |
| Dept 4040 Information Technology                |                                  |                            |              |                    |           |
| 61-4040-40-4040                                 | Streaming Services               | Hulu, LLC                  | 04/26/20     | 04/26/20           | 64.98     |
| 61-4040-50-5020                                 | Board Meeting Video Editing      | Electric Brain Media, LLC  | 05/28/20     | 05/26/20           | 280.00    |
| 61-4040-50-5020                                 | IT Support Covid-19              | Orbis Solutions            | 05/28/20     | 5570220            | 375.00    |
| 61-4040-50-5020                                 | IT Support Remote/Webcam         | Orbis Solutions            | 05/28/20     | 5570217            | 2,530.00  |
| 61-4040-50-5020                                 | IT Support Remote/Onsite         | Orbis Solutions            | 05/21/20     | 5570196            | 2,341.85  |
| 61-4040-50-5030                                 | Mobile Hot Spot                  | Verizon Wireless           | 04/21/20     | 9853055147         | 36.00     |
| 61-4040-50-5050                                 | Replace Phone                    | Amazon.com Credit          | 05/13/20     | 11175814982095449  | 28.63     |
| 61-4040-50-5050                                 | Replacement Headsets             | Amazon.com Credit          | 05/18/20     | 11148846285431410  | 641.91    |
| 61-4040-50-5061                                 | CRM Monthly /Charge              | Constant Contact           | 05/29/20     | 275470951          | 21.25     |
| 61-4040-50-5061                                 | Web Page Design Tool             | Elementor                  | 05/29/20     | 558785             | 149.25    |
| 61-4040-50-5061                                 | Elementor Pro                    | Elementor                  | 05/29/20     | 558739             | 199.00    |
| 61-4040-50-5061                                 | GIS Annual Support               | ESRI Inc.                  | 04/29/20     | 93823165           | 3,400.00  |
| 61-4040-50-5061                                 | VMWare Servers & Systems Annual  | Virtual Computing Systems, | 05/25/20     | 525011             | 3,038.00  |



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| Fund 61 Information Technology Fund           |                          |                            |              |                   |           |
| Dept 4040 Information Technology              |                          |                            |              |                   |           |
| 61-4040-50-5061                               | Video Conferencing       | Zoom Video Communications, | 05/01/20     | 18589624          | 14.99     |
| 61-4040-60-6010                               | Scanner Replacement      | Amazon.com Credit          | 05/03/20     | 11140637678481868 | 322.22    |
| 61-4040-60-6010                               | Monitor Stands           | Amazon.com Credit          | 05/04/20     | 11184281384050622 | 87.96     |
| 61-4040-60-6010                               | Memory Upgrades          | Amazon.com Credit          | 05/04/20     | 11172032291673852 | 91.99     |
| 61-4040-60-6010                               | Printer - PW             | Amazon.com Credit          | 05/05/20     | 11106214885156261 | 206.88    |
| 61-4040-60-6010                               | Cisco Unified IP Phone   | Amazon.com Credit          | 05/06/20     | 11251188602402647 | 64.97     |
| 61-4040-60-6010                               | Operating Supplies       | Amazon.com Credit          | 05/04/20     | 11188795529730610 | 178.99    |
| 61-4040-60-6010                               | Replacement Scanner      | Amazon.com Credit          | 05/06/20     | 11395399790317030 | 322.22    |
| 61-4040-60-6010                               | Desktop Replacement      | Amazon.com Credit          | 05/04/20     | 11122556685645042 | 364.86    |
| 61-4040-60-6010                               | Webcam Monitor           | Amazon.com Credit          | 05/06/20     | 11183688008236222 | 203.00    |
| 61-4040-60-6010                               | Keyboard/Mouse           | Amazon.com Credit          | 05/10/20     | 11218182903885040 | 76.48     |
| 61-4040-60-6010                               | DVD Drive                | Amazon.com Credit          | 05/07/20     | 11148585016225019 | 39.87     |
| 61-4040-60-6010                               | Standing Desk            | Amazon.com Credit          | 04/25/20     | 11140074027447469 | 98.99     |
| 61-4040-70-7000                               | Desktop - PD             | Amazon.com Credit          | 05/04/20     | 11187805571491419 | 656.02    |
| 61-4040-70-7000                               | Desktop                  | Amazon.com Credit          | 05/05/20     | 11138034358313828 | 739.76    |
| 61-4040-70-7000                               | Desktop                  | Amazon.com Credit          | 05/06/20     | 11250263612033031 | 739.76    |
| 61-4040-70-7000                               | Printer Upgrades - Admin | Amazon.com Credit          | 05/13/20     | 11324503892476254 | 1,347.00  |
| Total For Dept 4040 Information Technology    |                          |                            |              |                   | 18,661.83 |
| Total For Fund 61 Information Technology Fund |                          |                            |              |                   | 18,661.83 |



| GL Number    | Invoice Line Desc | Vendor | Invoice Date | Invoice                          | Amount     |
|--------------|-------------------|--------|--------------|----------------------------------|------------|
| Fund Totals: |                   |        |              |                                  |            |
|              |                   |        |              | Fund 10 General Fund             | 86,861.46  |
|              |                   |        |              | Fund 23 Hotel/Motel Tax Fund     | 16,546.35  |
|              |                   |        |              | Fund 41 Debt Service Fund        | 59,700.00  |
|              |                   |        |              | Fund 51 Water Fund               | 6,837.06   |
|              |                   |        |              | Fund 52 Sewer Fund               | 817.50     |
|              |                   |        |              | Fund 61 Information Technology F | 18,661.83  |
|              |                   |        |              | Total For All Funds:             | 189,424.20 |